

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made on the date last entered by DISTINCTIVE NEIGHBORHOODS, L.P., a Texas Limited Partnership ("Declarant"), and is as follows:

RECITALS

WHEREAS, Declarant is the owner of certain property located in El Paso, El Paso County, Texas, and more particularly described as follows:

Lots 1 through 17, Block 1 and Lots 1 through 9, Block 2, Sky Island Unit III, an addition to the City of El Paso, El Paso County, Texas, according to the Plat filed as document no. 20070058246 in the Plat Records of El Paso County, Texas; and a portion of Lot 1, Block 3, Sky Island Subdivision, an addition to the City of El Paso, El Paso County, Texas according to the plat on file in the Plat Records of El Paso County, Texas, such portion being described by metes and bounds in the Warranty Deed from Kenneth D. Farah, Haleen F. Zweifel and Robert N. Farah to Distinctive Neighborhoods, L.P. (the "Property").

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

**ARTICLE I.
DEFINITIONS**

Section 1. "Association" shall mean and refer to THE SANCTUARY AT SKY ISLAND HOMEOWNERS ASSOCIATION, a Texas nonprofit corporation, its successors and assigns.

Section 2. "Board of Directors" shall mean the Directors named in the Articles of Incorporation of the Association and their duly elected successors.

Section 3. "Builder" shall mean any person or entity, including an Owner, who constructs a Residence or any other improvement on the Property, or who remodels by adding to or subtracting from an existing Residence or other improvement, for either personal use, profit, or for the assistance of another party.

Section 4. "Common Area" shall mean all real and personal property which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The Common Area is shown on the Plat as Lot 14, Block 1 and Lots 15, 16 and 17, Block 1 and that portion of Lot 1, Block 3, Sky Island Subdivision that is shown as located adjacent to the Property on the Plat and is described by metes and bounds in the Warranty Deed referenced in the description of the Property on page 1 of this Declaration.

Section 5. "Common Open Space" shall be defined as presently provided in Section 20.02.548 of the El Paso City Code. The Common Open Space consists of the canyon areas labeled on the Plat as Lot 14, Block 1, Sky Island III. Common Open Space is part of the Common Area.

Section 6. "Declarant" shall mean and refer to DISTINCTIVE NEIGHBORHOODS, L.P., its successors and assigns if such successors or assigns should acquire the remaining Lots owned by Distinctive Neighborhoods, L.P. for the purpose of sale and/or development.

Section 7. "Front Yard" shall mean the area between the boundary of the Private Street and the courtyard wall or front of the Residence on each Lot.

Section 8. "Improvements" shall mean all buildings or other improvements on a Lot, of any kind whatsoever, whether above or below grade, including, but not limited to Residences, utility installations, storage, parking facilities, walkways, driveways, site lighting, site grading, landscaping, exterior additions and alterations and change thereto.

Section 9. "Lots" shall mean those plots of land numbered 1 through 17, Block 1, and 1 through 9, Block 2, on the recorded subdivision map of the Property.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property,

including any purchaser under Contract of Sale, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Plat" shall mean the recorded subdivision plat of Sky Island Unit III filed in the Plat Records of El Paso County, Texas.

Section 12. "Private Street" shall mean the privately owned access way within the Property which is owned, maintained and controlled by the Association and which has not been dedicated to the use of the public. The private street to be owned by the Association is Lot 15, Block 1, Sky Island III.

Section 13. "Property" shall mean the real property described on the Plat and such other real property as may hereafter be brought within the jurisdiction of the Association. The Property is also known as The Sanctuary at Sky Island.

Section 14. "Residence" shall mean an improvement on a Lot which is designed to be used as a single family Residence and all its attachments but shall not include recreational vehicles, motor homes, trailers or mobile homes, with or without permanent foundations.

Section 15. "Subdivision Improvement Plans" shall mean those plans required by the El Paso Subdivision Ordinance to be prepared and approved by the City Engineer in connection with the development of Sky Island Unit III. The Subdivision Improvement Plans generally consist of Street, Grading and Drainage Plans.

Section 16. "Variance" shall mean and refer to any duly authorized written determination of the Architectural Review Committee that modifies the Architectural Guidelines.

ARTICLE II

PROPERTY RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which includes the Common Open Space. This right shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The Association shall have the right to charge reasonable admission and other fees for the use of the Common Open Space.

(b) The Association shall have the right to make annual and special assessments as provided in Article IV below.

(c) The Association shall have the obligation to maintain the Common Area, which includes the Common Open Space, and the Private Street in a state of good condition, repair and free from trash and debris. The Association shall also take reasonable measures to maintain the native plants growing on the Common Area and the Common Open Space in good condition. The Common Open Space shall at all times be maintained in its natural condition.

(d) The Association shall have the right, after compliance with Chapter 209 of the Texas Property Code (Texas Residential Property Owners Protection Act), to suspend an Owner's voting rights and right to use the Common Open Space, to foreclose the Association's lien, to charge an Owner for property damage, and to levy a fine against an Owner for violating the Declaration, the Bylaws, the Architectural Guidelines or any rules and regulations promulgated by the Association.

(e) The Association shall have the right to dedicate or transfer ownership and/or maintenance of all or any part of the Common Open Space and/or Private Street to any consenting public agency, authority or utility. Such dedication or transfer shall not be effective unless an instrument agreeing to such dedication or transfer has been signed by two-thirds of each class of members and has been recorded.

Section 2. An Owner shall have the right to delegate his right of enjoyment to the Common Open Space to the members of his immediate family, his tenants or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS AND GOVERNANCE

Section 1. The Owners of Lots 1 through 13, Block 1 and Lots 1 through 9, Block 2, shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Lots.

Section 2. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lots shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

(b) Class B. The Class B member shall be Declarant and it shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and

be converted to Class A membership when the Declarant owns no more than two Lots in the Property.

Section 3. The Association shall be governed by a Board of Directors who shall be elected and shall perform their duties as provided in the Bylaws adopted by the Declarant. The Bylaws shall contain a quorum requirement identical to that provided in Article IV, Section 6. So long as Declarant owns three or more Lots in the Property, any amendment to the Bylaws shall require Declarant's prior written consent before it becomes effective.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant (except with respect to Common Area) and each Owner agree to pay to the Association (a) Annual Assessments and (b) Special Assessments for each Lot owned. Such Assessments shall be established and collected as hereinafter provided. Annual and Special Assessments, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner or Owners of the Lot at the time when the Assessment fell due. The personal obligation of an Owner for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Annual and Special Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of all Owners and to pay for:

(a) costs arising from the repair and replacement of the Private Street within the Property;

(b) part of the costs arising from the repair and maintenance of the median on Stanton Street which fronts on Sky Island, The Overlook, The Sanctuary and the San Clemente subdivisions, and the cost arising from the repair and maintenance of that part of the unimproved Stanton Street right of way adjacent to the Property. These areas are currently being maintained by the Sky Island Home Owners Association pursuant to an agreement with the City of El Paso and an agreement between the following four subdivision associations: The Sky Island, The Overlook at Sky Island, The Sanctuary at Sky Island and the San Clemente Home Owners Associations. The part of the costs to be paid by owners of Lots in The Sanctuary shall be as determined by the board of directors of the Association.

(c) costs arising from the landscaping and maintenance of that portion of Lot 1, Block 3, Sky Island Subdivision described in the legal description on the first page of this Declaration.

(d) costs arising from the maintenance, repair and replacement of the private sewer line and any drainage structures owned by the Association;

(e) costs arising from the improvement and maintenance of the Common Area and the Common Open Space;

(f) cost of utilities and any ad valorem real property taxes assessed against the Common Area;

(g) cost of general liability/property damage insurance premiums on the Common Area and the Private Street;

(h) costs arising from repairs and replacements made pursuant to Article VIII herein;

(i) costs arising from professional and other fees for services required by the Association to carry out its purposes.

Section 3. Maximum Annual Assessment. Until January 1, 2008, the maximum Annual Assessment shall be One Hundred and 00/100 Dollars (\$100) per Lot provided that if the actual expenses for which the Association is liable exceed the aggregate of One Hundred and 00/100 Dollars (\$100) per Lot then the Declarant shall pay the balance. After January 1, 2008, the Declarant may assess an amount per Lot that is reasonable and necessary to pay for all expenses for which the Association is liable, including a reserve for replacement of the Private Street, landscaping and other capital items. After January 1, 2008, the maximum Annual Assessment may be increased each year up to, but not more than five percent (5%) above the maximum Assessment for the previous year, without a majority vote of the membership. After January 1, 2008, the maximum Annual Assessment may be increased by more than five percent (5%) above the maximum Assessment for the previous year by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of the Private Street, Common Area, Common Open Space, and median improvements, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the votes of each class or member who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments and Due Dates. The Annual Assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area and Common Open Space to the Association. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. The Association shall also be entitled to collect a late charge in such amounts and upon such conditions as the Board of Directors may from time to time determine.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and shall constitute a lien or charge against the Lot which has been assessed. The Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such Assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in THE SANCTUARY AT SKY ISLAND HOMEOWNERS ASSOCIATION or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as provided in a deed of trust with power of sale and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association acting on behalf of the Lot Owners, shall have the power to bid

in the interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Open Space or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien for Assessments provided for herein shall be subordinate to any purchase money first Deed of Trust lien on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. However, a Trustee's sale of any Lot pursuant to a superior purchase money Deed of Trust shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. Otherwise, no sale or transfer shall relieve such Lot from the lien thereof.

Section 9. Exempt Property. All properties dedicated to and accepted by a local public authority, Common Area, Common Open Space and Private Street shall be exempt from the Assessments created herein.

Section 10. Management Agreements. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be canceled by an affirmative vote of the majority of votes of members of the Association at a meeting at which a quorum is present. In no event shall such management agreement be canceled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type. This paragraph shall not be construed to mean that the Association is obligated to engage a manager. The Association may manage its affairs through its members on such terms as the Association may determine.

Section 11. Insurance. The Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for any improvements owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement of such improvements in the event of damage or destruction from insured risks, and shall also obtain a public liability insurance policy covering the Association, in amounts of not less than \$1,000,000 per occurrence for injury or death to persons and \$100,000 for damage to property. Said insurance may include coverage against vandalism. Premiums for all such insurance coverage shall be written in the name of the Association. It shall be the individual responsibility of each Owner at his own expense, to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering real and personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any property covered by insurance written in the name of the Association, the Board of Directors shall, with the concurrence of its mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution the accounts of which bank or institution are insured by a federal governmental agency, with the provisions agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with licensed contractors and then may negotiate with any contractor who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a Special Assessment against all Owners, as established by Article IV, Section 4, above, to make up any deficiency for repair or rebuilding of the Common Open Space and Private Street.

Section 12. Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except for claims and causes of action based on intentional misconduct or bad faith.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their intentional misconduct or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall procure a policy of directors' liability insurance to fund this obligation, if such insurance is reasonably available and the premiums therefor are reasonably priced.

Section 13. Security. The Association may but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE

CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS TENANTS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTIES ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS AND TO THE CONTENTS OF LOTS RESULTING FROM ACTS OF THIRD PARTIES.

ARTICLE V

ARCHITECTURAL REVIEW

Section 1. All Owners and Builders shall strictly comply with the Architectural Guidelines attached as Exhibit A. No Residence, improvements, building, fence, wall or other structure shall be commenced, erected, maintained or altered on any Lot nor shall any exterior addition to or change or alteration therein be made or undertaken, until all the Construction Documents and the landscape plan required by the Architectural Guidelines referenced in Section 8 of this Article shall have been submitted to and approved in writing by the Architectural Review Committee as provided in the Architectural Guidelines attached as Exhibit A.

Section 2. If all of the Construction Documents and the landscape plan required by the Architectural Guidelines referenced in Section 8 of this Article are submitted to the Architectural Review Committee, and it fails to either approve or reject such Construction Documents or landscape plan documents for a period of twenty (20) days following the date of such submission, then such Construction Documents or landscape plan documents shall be deemed approved.

Section 3. The initial Architectural Review Committee shall be Amy B. Schoemaker, Teri L. Froetschel and Amir Manzoor. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. None of the members of the Committee or their designated representative shall be entitled to any compensation for service performed pursuant to this Covenant. However, the Architectural Review Committee may elect to have an Owner's plans reviewed by a registered architect or a professional engineer. In such event, the Owner

shall pay for all fees charged by such professional for the review. At any time the Owners of a majority of the Lots shall have the power through a duly written recorded instrument to change the membership of the Committee or reduce or restore to it any of its powers and duties.

Section 4. Notwithstanding the foregoing subparagraph, after Residences have been built upon all Lots in the Property, initial membership of the Architectural Review Committee, if not already terminated, shall automatically terminate without further notice. The resulting vacancies shall be filled by a vote of the majority of the Owners of Lots at a meeting at which a quorum is present. Successor members of the Architectural Review Committee shall be named in an instrument executed and acknowledged by the chairman of the Architectural Review Committee who shall be elected by a majority of its then members. Such instrument shall be recorded in the Public Records of El Paso County, Texas.

Section 5. Neither the Architectural Review Committee nor any member thereof shall be liable to any Owner for any damage, loss or prejudice suffered or claimed on account of:

- (a) the approval or disapproval of any plans and specifications, whether or not defective, so long as such approval or disapproval was not strictly arbitrary;
- (b) the construction or performance of any work, whether or not pursuant to approval of plans and specifications;
- (c) the development or manner of development of any Lot;
- (d) the written notification of approval or disapproval whether or not the facts therein are correct.

Without in any way limiting the generality of the foregoing, the Architectural Review Committee or any member thereof, may, but is not required to, consult with or hear any Owner or Builder with respect to any plans and specifications, or any other proposal submitted to the Architectural Review Committee. This paragraph shall not be construed to permit or authorize the Architectural Review Committee to arbitrarily fail or refuse to review and either approve or disapprove plans and specifications.

Section 6. Written action of Architectural Review Committee. The Architectural Review Committee shall issue written approvals or disapprovals of the construction documents required by the Architectural Guidelines referenced in Section 8.

To apply for approval of the Construction Documents required by the Architectural Guidelines referenced in Section 8, an Owner shall follow the steps set forth below:

(a) If an Owner or Builder desires to obtain approval of a conceptual plan he shall provide the information and Construction Documents described in Approval Process section of the Architectural Guidelines. Approval of a conceptual plan shall not be a prerequisite to final approval. Preliminary approval shall be by one of two members if only two members attend a meeting and two of three members if all three members attend a meeting. The determination of whether a conceptual plan will be preliminarily approved shall be made within fifteen (15) working days after the Architectural Review Committee has received a conceptual plan drawn to scale, a site plan, a floor plan and a front elevation.

(b) When an Owner or Builder desires to obtain final approval of his documents, he shall provide the information and Construction Documents described in Approval Process section of the Architectural Guidelines. Every Owner or Builder shall obtain final approval of his Construction Documents. Final approval shall be by one or two members if only two members attend a meeting and two of three members if all three members attend a meeting. The determination of whether plans and specifications will be finally approved shall be made within fifteen (15) working days after the Architectural Review Committee has received all Construction Documents and information required by the Architectural Guidelines. In order to be approved, the Construction Documents shall comply with not only the Architectural Guidelines but also all laws, ordinances, codes and rules and regulations of the City of El Paso, County of El Paso, State of Texas and other governmental authority having jurisdiction over the Property and the construction of improvements thereon.

(c) When an Owner or Builder desires to obtain final approval of his landscape plan, he shall provide the information and documents described in the Approval Process section of the Architectural Guidelines. Every Owner or Builder shall obtain final approval of his landscape plan. Final approval shall be by one or two members if only two members attend a meeting and two of three members if all three members attend a meeting. The determination of whether plans and specifications will be finally approved shall be made within fifteen (15) working days after the Architectural Review Committee has received all documents and information required by the Architectural Guidelines. In order to be approved, the documents shall comply with not only the Architectural Guidelines but also all laws, ordinances, codes and rules and regulations of the City of El Paso, County of El Paso, State of Texas and other governmental authority having jurisdiction over the Property and the construction of improvements thereon.

(d) The Architectural Review Committee shall notify, in writing, the Owner or Builder who applied for conceptual or final approval within twenty (20)

working days after plans and specifications have been received by the Architectural Review Committee. Such notice shall be served by United States mail, postage prepaid, return receipt requested, and shall be deemed given when deposited in the United States mail. In the alternative, such notice may be sent by facsimile and shall be deemed given upon actual receipt. If the Architectural Review Committee fails or refuses to notify the Owner or Builder of approval or disapproval within the twenty (20) working day period, such plans and specifications shall be deemed approved by the Architectural Review Committee. The Architectural Review Committee may, however, extend the approval period by mutual agreement of the Architectural Review Committee and the Owner or Builder.

(e) Until otherwise notified, all Owners or Builders shall submit plans and specifications to the Architectural Review Committee, Distinctive Neighborhoods, L.P. c/o Willis Construction Company, 2720 East Yandell, Suite 200, El Paso, Texas 79903. When and if the plans and specifications contain all information required by the Architectural Guidelines, Willis Construction Company shall notify the members of the Architectural Review Committee, of the date, time and place of the meeting to review the plans and specifications submitted. A quorum shall be two (2) members of the Architectural Review Committee.

Section 7. Variance. The Architectural Review Committee is hereby authorized and empowered, upon written request of an Owner or Builder, to grant such variances from the Architectural Guidelines as will be in the best interest of all Owners where, owing to the Lot itself or special conditions caused by property adjacent to the Lot, whether within or without the Property, a literal enforcement of the provisions of the Architectural Guidelines will result in hardship which will prevent a reasonable use of the Lot or a reasonable design of the Residence and other improvements to be constructed on such Lot. The power to grant variances shall in no case be interpreted to completely dispense with the Architectural Guidelines. All decisions of the Architectural Review Committee shall be made in its sole and absolute discretion and shall not be subject to judicial review. The Architectural Review Committee shall render its decision either approving or disapproving a request for variance not later than twenty (20) working days following receipt of the request and all information reasonably necessary to determine whether the variance request is in the best interest of all Owners. The decision of the Architectural Review Committee shall be made by one of two members if only two members attend a meeting and by two of three members if three members attend a meeting. If the Architectural Review Committee fails to approve or disapprove within twenty (20) working days following the receipt of the variance request, then the request shall be deemed approved. All decisions shall be in writing and shall be served on the applicant by the United States mail, postage prepaid, return receipt requested, and shall be deemed given when deposited in the United States mail. The Architectural Review Committee

shall not consider a request for variance that is the same or substantially similar to one that has been previously disapproved for a period of six (6) months from the date of disapproval. Further, the Architectural Review Committee shall not consider any request for variance which may be in violation of any statute, ordinance or rule and regulation to which a Lot is subject; provided, however, if the subject of the request is on its face unlawful, but can be made lawful by governmental administrative action, then the Architectural Review Committee may conditionally approve such request subject to favorable governmental administrative action.

Section 8. Architectural Guidelines. All Construction Documents and landscape plans and all improvements made pursuant to such Construction Documents and landscape plans shall comply with the Architectural Guidelines set forth in the document entitled Architectural Guidelines: The Sanctuary at Sky Island, a copy of which is attached as Exhibit A. Any conflict between the Architectural Guidelines and this Declaration shall be resolved in favor this Declaration.

ARTICLE VI **EASEMENTS**

Section 1. Easements on Plat. No Residence or other improvements (except landscaping) shall be erected or permitted to remain on any part of a Lot which has been dedicated to the public for utility, fire, drainage or other public purposes on the Subdivision Plat.

Section 2. View Easements. There are no easements of view encumbering or benefiting any Lot.

Section 3. Easements on Common Area: The Association may create easements on the Common Area for parking or other purposes not inconsistent with this Declaration.

Section 4. Easements on Property Line. An Owner shall have a perpetual nonexclusive easement if a Residence or other improvements on any Lot is constructed on an adjacent property line, as described in Article II, Section 3, of this Declaration.

Section 5. Encroachment Easements. An easement may be created in the case of encroachment, as described in Article VII, Section 13, of this Declaration.

ARTICLE VII **LAND USES**

Section 1. Building Type. No Lot shall be used except for residential purposes. No structure shall be erected, altered, or placed or permitted to remain on any of said Lots, or any part thereof, other than one single family Residence together with an attached or detached garage for two or more vehicles, and other customary appurtenances to private dwellings.

Section 2. Temporary Structures. No structure of a temporary character including trailers, tents, shacks or other buildings shall be used on any Lot at any time as a Residence, either temporarily or permanently.

Section 3. Recreational Vehicles and Boats. No recreational vehicles, motor homes, trailers, trucks, campers or motorcycles of any kind or character and no boats or yachts shall be stored or parked on any Lot other than where completely screened from streets, neighboring homesites and Common Area or in a completely enclosed garage.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot including but not limited to excessive noise from motorcycles, cars, stereos, radios and pets, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

Section 5. Walls and Fences. All fences and retaining walls must meet the requirements of the Architectural Guidelines and shall be approved in writing by the Architectural Review Committee prior to the construction.

Section 6. City Ordinances. All buildings and structures shall be erected in conformity with all applicable ordinances of the City of El Paso, Texas.

Section 7. Drilling, Transmitting, and Receiving Equipment. No drilling or excavation for oil, gas, sand, clay, dirt, coal, gravel or minerals shall be made on any Lot, whether for profit or otherwise. Radio and television antennas and satellite dishes shall be permitted but must comply with the Architectural Guidelines.

Section 8. Prohibited Activities. No professional, business, or commercial activity of any kind shall be conducted on or from any Lot, except those which are permitted as a Home Occupation under the El Paso City Code.

Section 9. Rubbish, Trash and Garbage. No Lot shall be used or maintained as a dumping ground for rubbish or trash, and no other garbage or waste shall be kept except in sanitary containers. All containers for the storage and disposal of such materials shall be kept in a clean and sanitary condition. No person shall dump rubbish, trash or garbage on any Lot within the Property.

Section 10. Animals. No animals, including but not limited to, livestock or poultry, of any kind shall be raised, bred, or kept on any Lot; provided, however, not more than three (3) dogs and cats, or any three (3) other household pets may be kept on a Lot if such numbers do not violate ordinances of the City of El Paso and such pets do not create a legal nuisance.

Section 11. Eyesores. Clotheslines, inoperable motor vehicles, building materials, broken or discarded furniture and fixtures, broken or discarded equipment and other similar personal property shall not be stored or permitted to remain on any Lot in such a manner as to be visible from the street or adjacent Lot.

Section 12. Hazardous Materials and Waste. No Owner shall permit anything to be done or kept on his Lot or in his Residence which will result in the cancellation of customary Texas homeowner's property damage and liability insurance. No hazardous waste materials shall be kept on any Lot or the Residence thereon.

Section 13. Encroachments. If an encroachment occurs due to settlement or shifting of a Residence or other improvements, there shall be created a valid easement for the maintenance of any such encroachment so long as it shall exist; provided, however, in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful or negligent conduct of such Owner or his builder.

Section 14. Commercial Vehicles. No commercial type vehicles shall be stored or parked on any Lot except while engaged in transport of goods and services to or from a Residence.

Section 15. Visitor Parking. The Association shall have the right to designate those parts of the Common Area and utility easements within a Residential Area which are available for visitor parking. Visitor parking areas shall not be used for storage of vehicles or for any purpose other than the temporary parking of operational vehicles. Temporary parking is less than 24 hours.

Section 16. No yard sales shall be permitted.

ARTICLE VIII

OWNER'S OBLIGATION TO REPAIR

Exterior Maintenance. Each Owner of a Lot shall at all times maintain his Lot and the Residence and other improvements situated thereon in good order, condition, and repair. If any Owner fails to maintain his Lot or the Residence and other improvements in good order, condition and repair, the Association may elect to send written notice to such Owner specifying the default, and providing a time, not less than ten (10) working days

after receipt of such notice within which the default must be corrected. If the Owner receiving the notice has not corrected the default within the time period specified in the notice, the Association shall have the right and authority to cause such default to be corrected by expending such sums as may be reasonably required to do so. In this connection, the Association shall have the right to enter upon the defaulting Owner's Lot to make such repairs and correct the default without committing a trespass. Reasonable attorney fees, if any, incurred by the Association shall become a personal obligation of the Owner receiving the notice and a lien on his Lot. After compliance with applicable provisions in Chapter 209, Texas Property Code (Texas Residential Property Owners Protection Act), the Association may enforce collection of the debt by judicial foreclosure of the lien created herein. The lien created herein to secure the payment of sums expended by the Association shall be inferior to any purchase money or home improvement Deed of Trust or Mechanic's Lien encumbering a Lot.

ARTICLE IX

USE OF THE PROPERTY BY DECLARANT

Notwithstanding anything to the contrary, Declarant, its agents, employees, successors or assigns may operate and maintain upon the Property described herein a real estate sales and development business, and may place, erect and maintain upon the property such customary sales and advertising signs and parking areas as are usual and reasonable for such real estate sales and development operations until all Lots on the Property have been sold and conveyed to Owners.

Notwithstanding anything herein to the contrary, Declarant, its agents, employees, contractors, subcontractors and other authorized personnel shall have the right to enter in and upon the Property and to perform work and all other related activities and other acts required thereon, in order to complete construction on the Property and construction upon such additional property or adjacent property of Declarant and perform work required by governmental agencies having jurisdiction over the Property or other adjacent properties of Declarant and during construction to direct, maintain and store upon the property such sheds, storage buildings, temporary toilets, storage yards and areas, materials, tools and machines, fabrication areas and other temporary installations for the requirements and convenience of construction. It is expressly provided that no Owner shall in any manner interfere with any of the foregoing activities of Declarant. No action shall be maintained by any Owner for damages or inconvenience resulting from the exercise of the foregoing rights of Declarant.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Duration. These covenants, conditions and restrictions shall run with and bind the land for a term of thirty-five (35) years unless amended by an instrument signed by not less than 90% of the Lot Owners, and thereafter by an instrument signed by not less than 75% of the Lot Owners. Any amendment must be recorded in the Deed Records of El Paso County, Texas. Notwithstanding the foregoing, so long as the Declarant owns six or more Lots, it shall have the right to amend the Declaration without the consent of any other Lot Owner.

Dated this 4 day of March 2009.

Distinctive Neighborhoods, L.P.

By: Distinctive Neighborhoods G.P., L.L.C.
General Partner

By: Amy Schoemaker
Amy Schoemaker
Authorized Member

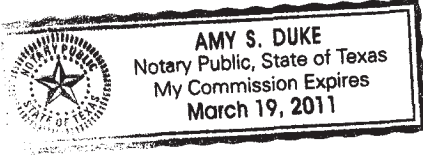
By: A. J. ALI
Amir Jalil
Authorized Member

STATE OF TEXAS)
)
COUNTY OF EL PASO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Amy Schoemaker, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is a Member of Distinctive Neighborhoods, G.P., L.L.C. a Texas Limited Liability Company, the General Partner of Distinctive Neighborhoods, L.P., and that she was authorized by

Distinctive Neighborhoods G.P., L.L.C. to execute the foregoing instrument on behalf of Distinctive Neighborhoods, L.P. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 4th day of March, 2009.

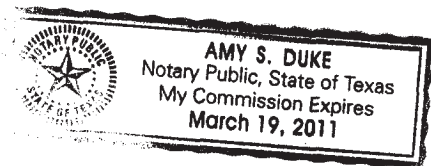


Amy S. Duke
Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Amir Jalil, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is a Member of Distinctive Neighborhoods, G.P., L.L.C. a Texas Limited Liability Company, the General Partner of Distinctive Neighborhoods, L.P., and that he was authorized by Distinctive Neighborhoods G.P., L.L.C. to execute the foregoing instrument on behalf of Distinctive Neighborhoods, L.P. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 4th day of March, 2009.



Amy S. Duke
Notary Public, State of Texas

The Sanctuary at Sky Island Vision

The Sanctuary at Sky Island is a beautiful 29 acre refuge high on the western slopes of El Paso's Franklin Mountains. The panoramic views of the Franklin and Sierra Madre Mountains and the Rio Grande River surround this community.

Our vision for The Sanctuary at Sky Island is to become a place of refuge above the constant activity of today's "Pass of the North." As stewards of this land, Distinctive Neighborhoods, L.P. is committed to the vision of a community conceived, designed and built to embrace nature's intricate design.

Our goal for The Sanctuary at Sky Island is to continue the Sky Island tradition of respecting our Chihuahuan desert while providing a wonderful community of beautiful homes.

Welcome to The Sanctuary at Sky Island!

Distinctive Neighborhoods, L.P.

How to use these Guidelines

The Architectural Guidelines (“Guidelines”) establish goals and standards for building in The Sanctuary at Sky Island (“The Sanctuary”). The Sanctuary at Sky Island Architectural Guidelines are Exhibit A to the Declaration of Covenants, Conditions and Restrictions (the “Declaration”).

As part of the El Paso Mountain Development Area, approximately 67 percent of the subdivision has been left as natural common open space. Commitment to conservation with preservation and enhancement of the natural environment is balanced with sensitivity to the economy and efficiency of contemporary building and construction. Respect for El Paso’s building heritage is also included. These Guidelines are meant to encourage creativity in planning and building in The Sanctuary at Sky Island.

These Guidelines begin by introducing the objectives for The Sanctuary at Sky Island and describe the standards that must be met in site planning, architecture and landscape. The Guidelines define the steps for review and approval of projects within The Sanctuary and present the procedures to be followed during construction.

The role of the The Sanctuary at Sky Island Architectural Review Committee

The Sanctuary at Sky Island Architectural Review Committee (ARC) will review and approve all plans for new construction at The Sanctuary by Owners and Builders and administer the Architectural Guidelines. The ARC acts under the authority of Article V, Architectural Review, of The Sanctuary at Sky Island Declaration of Covenants, Conditions and Restrictions.

Each proposed building design shall be checked for compliance with these Guidelines. Any plans for remodeling or exterior modifications to homes after construction has been completed shall also be reviewed by the ARC in accordance with the Guidelines. The Guidelines and procedures depicted here are the criteria that must be met in order to build in The Sanctuary. Compliance with these Guidelines in no way guarantees any particular construction result within The Sanctuary.

In addition, these Guidelines are not, and are not to be construed as, a recommendation of endorsement by Declarant, the The Sanctuary at Sky Island Homeowners Association (“Association”), or by its Board of Directors (Board) or the Architectural Review Committee (ARC) of any particular plan, design, or building material which may be contained herein. Neither the Declarant, the Association, the Board, nor the ARC shall be held liable or bear any responsibility for any injury, damages, or loss arising out of the manner or quality of construction on any property within The Sanctuary at Sky Island or any modifications thereto.

The Sanctuary at Sky Island Homeowners Association

The complete set of documents for The Sanctuary at Sky Island Homeowners Association include:

- ◆ Declaration of Covenants, Conditions and Restrictions (the “Declaration”);
- ◆ Architectural Guidelines for The Sanctuary at Sky Island (the “Guidelines”);
- ◆ Bylaws of the The Sanctuary at Sky Island Homeowners Association, Inc. (the “Bylaws”);
- ◆ Articles of Incorporation of the The Sanctuary at Sky Island Homeowners Assoc., Inc. (“the Articles of Incorporation”);
- ◆ Rules and regulations promulgated by the Association.

Please refer to these documents for more information on the operation of the Association.

Site Planning

The homesites at The Sanctuary at Sky Island were configured so that each home can be located in a manner that allows the enjoyment of the scenic beauty, extraordinary views and the surrounding natural environment.

Building Envelope

The "Building Envelope" is the boundary that delineates the maximum area in which any proposed building or improvement must fit. The Building Envelope for all homesites shall be the area created by the following setbacks:

- ◆ 10-feet from the front property line;
- ◆ 5-feet from the side property lines;
- ◆ 10-feet from the rear property line.

All driveways must provide a minimum of 20-feet for parking cars in front of the garage doors as required by City of El Paso code.

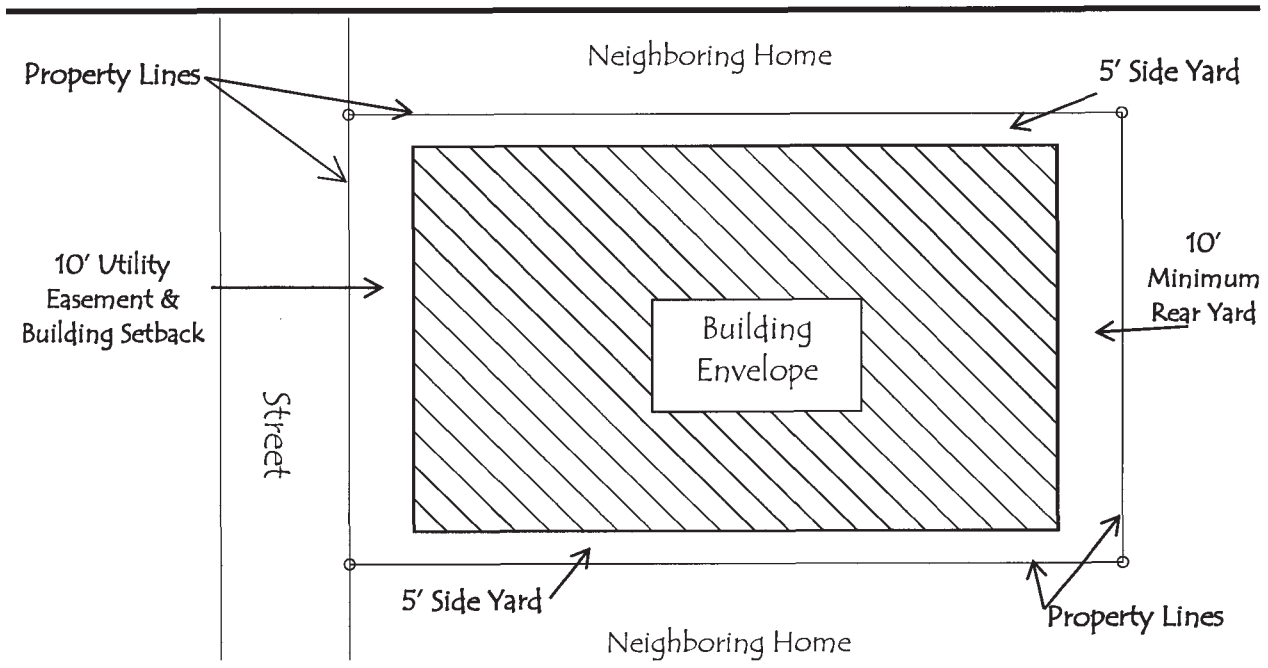
Front Yard

The Front Yard of each home shall be the area between the front property line and the front of the home. The 10' Utility Easement is provided for the placement of utility connections. The following utility connections will be placed behind the curb and within the 10' easement:

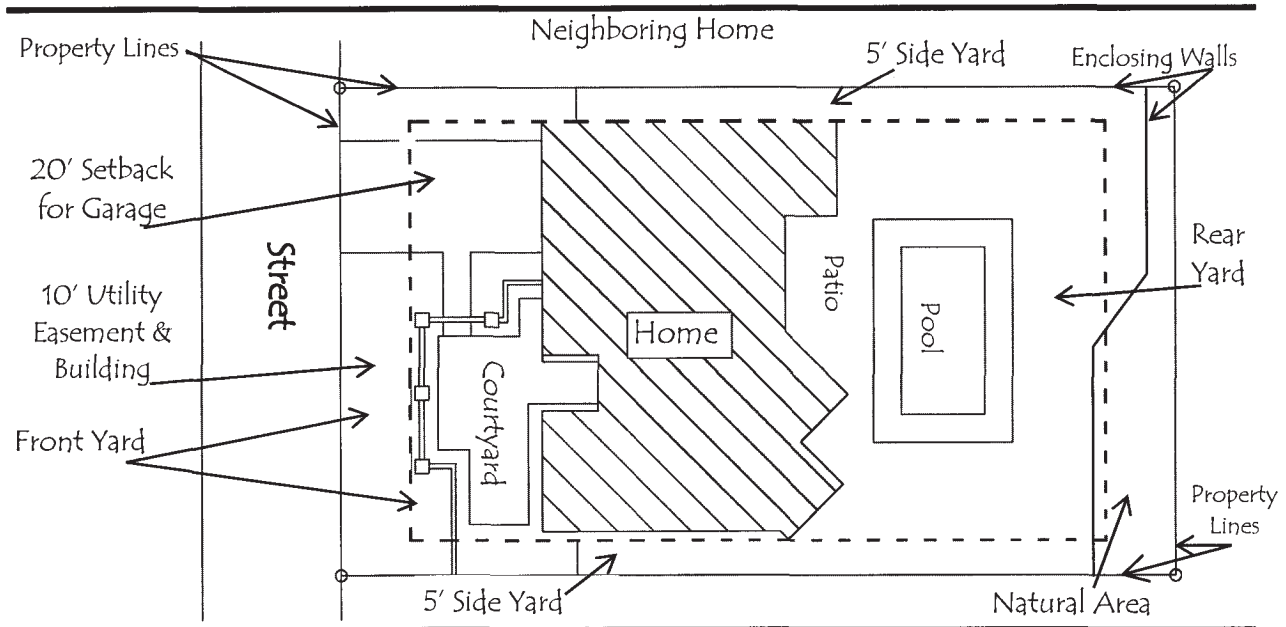
- water meter near the middle of the front of the homesite;
- sewer tap at the low side of the homesite
- electrical transformers on one corner of selected homesites as required by El Paso Electric Co.
- electric or gas service as determined by El Paso Electric and Texas Gas Service

Private Areas

Private Areas are those outdoor living areas enclosed by low walls or privacy walls including courtyards, backyards, side yards and pool areas.



Building Envelope and other designated areas of the Homesites



Possible site plan for home

Natural Areas

Some homesites may have ungraded areas at the rear of the homesite that have not been graded. The homesite owner can choose to leave this area in its natural state or incorporate it into the rear yard by following the Grading and Site Wall Guidelines. If this area is left natural, it shall be protected with temporary or permanent fencing during construction of the improvements to reduce the need for repair and revegetation.

Combining Homesites

Two commonly owned contiguous homesites may be combined into a single homesite with the consent of the ARC. For purposes of these Guidelines, combined homesites shall be considered as one. For purposes of the Association, the original votes, assessments and fees will apply.

Grading

- ◆ Each homesite has a single- or two-level graded building pad.
- ◆ No soil, boulders or other material shall be deposited on the natural slope beyond any retaining walls to keep the slope clean and natural.

Drainage

Design Objectives: To provide safe and efficient drainage and minimize concentration of the natural run-off on the property to prevent erosion of the slopes. To preserve the native vegetation of the canyon and follow green building principals.

- ◆ The primary function of the canyon areas around The Sanctuary is to safely convey the upland storm water flows through the subdivision and to receive free discharge of storm water flows from homesites in The Sanctuary. Water flows must be managed on each homesite through water dispersion, harvesting and/or other techniques that prevent negative impacts.
- ◆ For all homesites, except 464 and 468 Majestic Mountain Lane, all storm water and excess irrigation water shall be carried to the rear of the lot and be dispersed into the Common Open Space. The wa-

ter will be dispersed through pipes placed in the Privacy or View Walls at no more than four (4) foot intervals and shall be approximately 1-3 inches above the yard finish elevation. This will provide limited retention, prevent concentration of water leading to erosion of natural terrain below the walls and encourage the absorption of rainwater.

- ◆ 464 Majestic Mountain Lane will convey storm water to the street. Landscape plans shall provide for conveyance of excess water to the street without concentrating the flow.
- ◆ 468 Majestic Mountain may discharge storm water both to the street and to the canyon on the northern side of the homesite. Landscape plans shall indicate how the water will be discharged. The water dispersed from walled Private Areas to the Common Open Space shall follow the same guidelines as the other homes to provide limited retention, prevent concentration of water leading to erosion of natural terrain below the walls and encourage the absorption of rainwater. Any water conveyed to the street will do so without concentrating the flow.
- ◆ Landscape plans shall provide for water harvesting and dispersal with minimal concentrating of the water.
- ◆ The Owner and their architect/designer shall be responsible for foundation design and its relationship to drainage management techniques employed.
- ◆ The Owner and any landscapers they employ are responsible for insuring the water properly drains out of the yard areas without causing any ponding next to rockwalls and does not cause erosion below walled areas.

Parking: Garages, Driveways, & Visitor Parking

Garages:

- ◆ Each homesite shall contain a minimum of a two-car garage.
- ◆ Enclosed storage is required for trailers, boats and other recreational equipment.
- ◆ Oversized recreational vehicles may not be stored in The Sanctuary.

Driveways:

- ◆ Driveway widths and surface area shall be minimized.
- ◆ Only one driveway with one curb cut is encouraged for each homesite.
- ◆ The use of colored concrete, flagstone or other hard surface materials is encouraged. The material chosen shall reflect the warm rich desert hues, be low in reflectivity and compatible with the surrounding natural environment.

Visitor Parking: Visitor parking spaces have been provided by the Declarant with extra spaces in the cul-de-sac of Majestic Mountain Lane. These spaces are designated for parking for periods less than 24 hours in duration. No vehicle storage is allowed in the visitor parking.

Site Walls

Design Objective: El Paso has a tradition of using walls to enclose outdoor spaces and to extend living areas into the landscape. The Sanctuary seeks to apply this tradition without creating a harsh maze of walls. Where possible, view walls and low walls are preferred to promote an open and inviting residential community and help preserve enjoyment of the natural environment.

Following are the site wall types for The Sanctuary.

Retaining Walls: Walls that structurally create transitions between grade changes, integrate grade changes, integrate buildings with their site and which minimize the impact of grading. Privacy and view walls may be constructed on top of retaining walls.

Retaining walls will be necessary between most homesites and will be built to accommodate the grade change between sites.

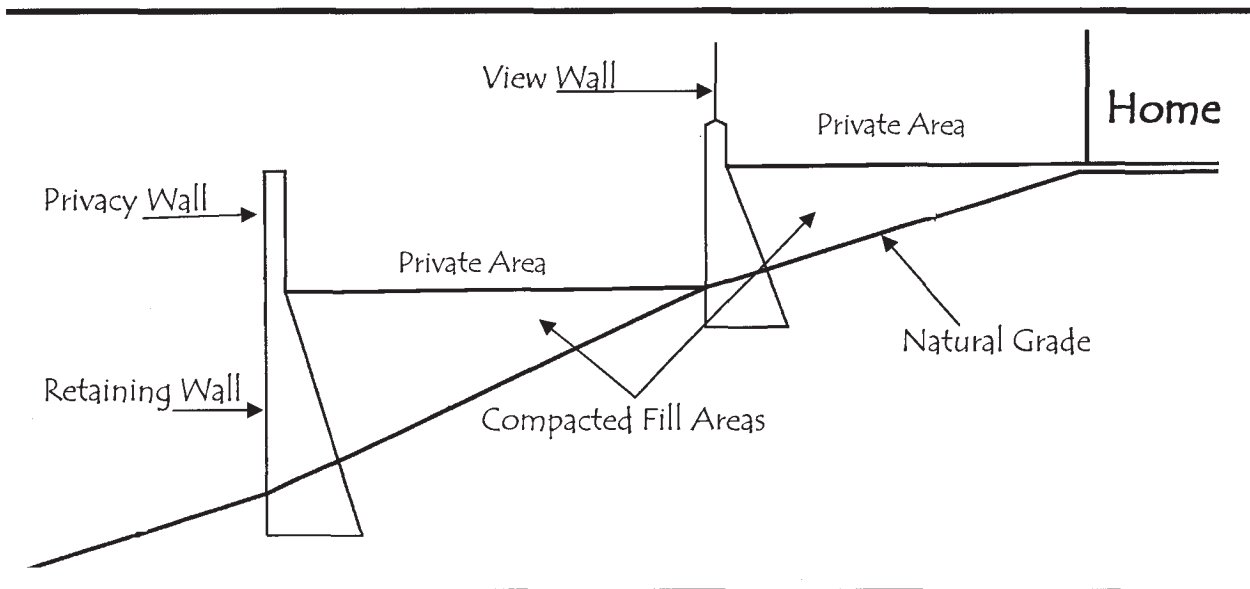
Retaining wall materials that are permitted for use at The Sanctuary:

- Insulated Concrete Form construction finished in stucco
- Quarried rock of the same type as used throughout the Sky Island areas
- CMU with any exposed areas finished in stucco

Privacy Walls: Walls placed to provide privacy between homes, to provide screening or enclose an area such as a front courtyard and rear yards. Privacy walls enclose private space and often are attached to buildings.

View Walls: Walls that provide security but allow views through to vistas and open space with the use of wrought iron or other materials.

- ◆ Privacy and View walls shall be as low as possible with a maximum height of six (6') feet.



Wall heights and types with a terraced rear yard

- ◆ Wall materials that are permitted for use at The Sanctuary:
 - ☑ Quarried rock of the same type as used
 - ☑ Plaster or stucco finish or material integral in texture and color with the home
 - ☑ Manufactured stone integral in color with the home
 - ☑ Granite
 - ☑ Stone tile
 - ☑ Pre-cast concrete balusters and rails
 - ☑ Colored split-face concrete block
 - ☑ Ornamental iron or metal. Design and color must blend with architectural style of the home. The ARC must approve ornamental iron design.
 - ☑ Horizontal Pipe rail, 1 1/2" or larger, with color to blend with home and landscaping.
 - ☑ Tube rail with color to blend with home and landscaping.

- ◆ These wall materials and designs shall not be used at The Sanctuary:
 - ☒ Field Stone or Rubble Rock
 - ☒ Siding or wood picket
 - ☒ Chain link, with or without metal/fiberglass slates (other than temporary construction fencing)
 - ☒ Other wire fencing
 - ☒ Unfinished concrete block

- ◆ Walls must be constructed of materials and colors that match or blend with the home's exterior.

- ◆ Quarried rock shall be laid to emphasize the color and texture of the rock. Heavily recessed mortar or "mortarless" techniques are preferred to create distinctive walls.

Lighting Standards

Views of evening sunsets, the twinkling night lights of the El Paso/Juarez area and the great southwestern night sky are among the most enjoyable features of living at The Sanctuary. Views can be ruined by excessive light from streetlights and homes. In order to protect these valued views, The Sanctuary lighting standards focus on limiting the kind and quantity of light from these sources. Careful attention to the selection of fixtures that are shielded or filtered to minimize ambient light is essential to preserving night views.

Plans for lighting the yard areas and exterior of the home should be carefully studied during the planning stage using these Guidelines.

- ◆ Exterior fixtures not mounted on a building must be located and oriented to focus light inward to minimize light encroachment onto neighboring areas and homes.

- ◆ Building mounted exterior lighting shall be directed downward and away from adjacent homes, streets and open spaces.

- ◆ Outdoor lighting is permitted in Front Yards and Private Areas.

- ◆ Walkway lighting should be the minimum necessary for safe passage.

- ◆ Lighting of plant materials shall be achieved with light sources that direct the light into the plants. These can include surface mounted fixtures and lamps hidden by plant materials.

- ◆ Security lighting directed away from the home and activated by heat, movement, etc. are permissible but must not remain on constantly or be used as general lighting. Placement should be shown on the plans. Alternatives to floodlight type security lighting is encouraged.



Other Site Design Features

Mailboxes

- ◆ Postal service group mailboxes shall be located at the traffic circle or other location Declarant negotiates with the U.S. Postal Service.

Basketball hoops and backboards

- ◆ May be installed at any home in driveways or in the backyard. Particular attention should be given to the privacy of adjacent homesites.

Antennae

- ◆ Antennae and satellite dishes must be shielded from view from the street.

Service Yard

- ◆ All garbage and trash containers, clotheslines, mechanical equipment, and other outdoor maintenance and service facilities must be screened by walls from other homes and the street.

Signage

- ◆ For resale of homes, real estate signs at The Sanctuary shall be limited to two 18"x24" standard real estate signs mounted on 4"x4" posts with an arm or within a rectangular frame. One sign may be placed in front of the home. The second may be placed along Stanton Street near the entrance.
- ◆ Signs placed along Stanton Street must be carefully placed where the sign does not block views of cars exiting the entrance, and will not damage plants or the irrigation system in the Stanton right-of-way.
- ◆ Signs must be properly mounted and installed. Signs should be able to withstand strong winds and must be replaced promptly if damaged.
- ◆ Owner shall install address identification. Address numbers must be integrated into building walls or freestanding walls and must be of materials and colors that harmonize with the home design.

The Sanctuary at Sky Island Architecture

The architectural goal for The Sanctuary at Sky Island is to establish the highest standard of quality for the design of homes. The architectural character of The Sanctuary should reflect the casual elegance of southwestern living. Southwestern character is derived from a wide variety of historic, geographic, cultural, climatic and thematic influences including European, Spanish, Native American, Mexican and the American West. Architectural character results from a composite of form, materials, colors and detailing.

At The Sanctuary, no residence should stand so apart in its design or construction as to detract from the visual harmony of the community. At the same time, no homes may repeat the front elevation of another home in The Sanctuary.

Architectural Style

In The Sanctuary, the following architectural styles are permitted:

- ☑ **Pueblo Style** is reminiscent of the low adobe, flat roofed dwellings of the northern New Mexico Pueblo Indians. It typically incorporates deep set doors and windows, dramatically recessed portals or patios, rounded corners and edges, and is always finished in earth tone colors.
- ☑ **Territorial Style** is characterized by low, flat roofs with brick or tile copings on parapet caps, wood columns and decorative wood door and window casings.
- ☑ **Spanish Mission Style** with pitched tile roofs, stucco finishes, exposed beams and soffits and open porches. This style may be referred to as Santa Barbara style or California Mission.
- ☑ **Spanish Colonial Revival Style** is characterized by tile roofs, simple forms subtly embellished at doorways and ornamental ironwork. This style often incorporates interior courtyards similar to the classic western haciendas.
- ☑ **Northern New Mexico Ranch Style** characterized by pitched metal roofs, stucco finishes and decorative wood door and window casings.
- ☑ **Tuscan, Italian Villa or Mediterranean** are characterized by shallow pitched tile roofs with broad overhangs decorated with exposed rafters, stucco walls with tall often arched windows and informal covered verandahs or porches. The Tuscan style frequently incorporates a rounded tower in the home.
- ☑ **Prairie Style** features open planning; shallow-pitched roofs with broad, sheltering overhangs, casement windows and a strong horizontal emphasis. Porte-cocheres and raised porches extending out from the main core of the house are typical of this style.
- ☑ **Craftsman Style** is characterized by textured natural building materials, broad overhangs with exposed rafter tails at the eaves and often extensive trellises over the porches. Lower portions of walls and columns are often battered or sloped near the ground.
- ☑ **Wrightian** homes use natural materials in a way that make the home an integral part of the site. These homes usually feature coursed stone or brick, tall French doors, flat or shallow-pitched roofs, often with a dentilled fascia, and geometric shapes.
- ☑ **Contemporary Southwestern Style** in The Sanctuary refers to homes whose interpretive form shall be based on one historical or artistic style. Contemporary design embraces the modernist's exploration of technology and results in homes of lighter weight and often unusual or nonclassical geometry's. To make them compatible with other styles, contemporary homes shall incorporate set backs, overhangs, interesting use of windows, and use of natural finishes and colors.

Variations of these are permitted as long as they blend and have characteristics of these styles.

The following styles are not permitted in The Sanctuary:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Beaux-Arts | <input checked="" type="checkbox"/> Georgian |
| <input checked="" type="checkbox"/> Colonial (Dutch, English, French, New England, Neo-Colonial, Revival, Southern, Williamsburg,) | <input checked="" type="checkbox"/> Mansard |
| <input checked="" type="checkbox"/> Deconstructionist | <input checked="" type="checkbox"/> Nouveau Traditional |
| <input checked="" type="checkbox"/> Elizabethan | <input checked="" type="checkbox"/> Revival (Greek, Gothic) |
| <input checked="" type="checkbox"/> Exotic Eclectic | <input checked="" type="checkbox"/> Shingle, Neo-Shingle |
| <input checked="" type="checkbox"/> Federal | <input checked="" type="checkbox"/> Supermannerist |
| <input checked="" type="checkbox"/> French Napoleon/Second Empire | <input checked="" type="checkbox"/> Tudor, Neo-Tudor |
| | <input checked="" type="checkbox"/> Victorian/Stick/Queen Anne |

Definitions for these styles have been developed from the book "American House Styles, A Concise Guide" by John Milnes Baker, A.I.A. ©1994

Building Heights

The building height is measured from the lowest pad elevation shown on the subdivision grading plan to the highest point on the building (except chimneys). Pitched roofs are measured to the ridge.

- All homes, except for those designated below, will be single story homes.
- Homes at 444, 448, 452, 456 and 460 Majestic Mountain Lane may be single or 2-story homes provided the 2-story portion of the home may not exceed 850 square feet of enclosed living areas. The 2-story portion of the home must rise from the middle of the home. The single story element must project further at the rear than the 2-story element. The 2-story element is allowed on these lots to provide architectural variation in the neighborhood.
- Homes built at 468 and 465 Majestic Mountain Lane may be single-story to the street and 2-story to the rear or side (walk-out basement) to accommodate the grade change. Homes with 2-story elements have a maximum height no greater than 30'-0".
- The home built at 464 Majestic Mountain Lane may incorporate the garage at street level and a single story home built on the main portion of the lot.
- Height for a parapet of a single story home may not exceed 18'-0" and for a pitched roof 25'-0" at the ridge. Homes with 2-story elements have a maximum height no greater than 30'-0".

Building Massing

Definition: Building mass: A volume of space that visually appears as a rectilinear form consisting of a roof and at least 3 walls.

Building Massing is important to ensure that the elevations of the homes will have visual interest from all views. Design elements must be carried through the elevation to avoid "store-front" or movie-set type elements.

- ◆ Each home must have at least 3 distinct masses visible from front elevations and 2 distinct masses from the rear.
- ◆ Each home mass must be offset from adjacent masses by at least 2'-0" vertically and 2'-0" horizontally.

Colors

Southwest colors are warm, rich, desert hues with accents of complementary tones reflecting the landscape of the Southwest desert. Colors for exterior walls and roofs in The Sanctuary shall reflect the color of The Sanctuary's earth and vegetation. Accent colors to make an area or architectural feature more prominent shall not be used on more than ten percent (10%) of an exterior elevation to avoid being

visually distracting. These colors include the bright hues of desert flowers.

No exterior paint colors shall be used which have a light-reflecting value (LRV) greater than forty percent. (The LRV of a paint is available from paint manufacturers and it measures the amount of light reflected by a certain color.) Per City of El Paso Mountain Development Standards, mirrored surfaces or treatments that change ordinary glass into a mirrored surface are prohibited. Bright untarnished copper or other metallic surfaces shall be treated to reduce reflections as reflective building materials are prohibited.

Materials

Exterior surfaces must be materials that harmonize with the natural landscape as well as provide an outer skin to withstand El Paso's climate extremes.

These exterior materials are permitted for use at The Sanctuary:

- Stucco
- Wood
- Natural and/or manufactured stone
- Adobe
- Split face block
- Stone or concrete columns
- Ceramic tile
- Glass Block
- Brick
- Ornamental Iron or Metals (with approval of design)
- Other materials will be considered by the ARC

These exterior materials shall not be used at The Sanctuary:

- Exposed standard concrete block may not be used at The Sanctuary.

Accent materials should be specified on the plans submitted to the ARC.

Roofs

Desert architecture is most commonly a "walled" architecture rather than the "roofed" architecture more common in other regions. The Sanctuary encourages the use of flat or parapet roofs, semi-flat or low pitched roof designs.

- ◆ Maximum slope of 6 inches in 12 inches. The ARC may grant variances for small accent roofs that meet other view considerations in these Guidelines.
- ◆ Roofs must have a non-reflective surface.
- ◆ Flat roofs must be painted to match the stucco or exterior wall color.
- ◆ Roof mounted appurtenances (air conditioning/heating units, large solar panels, etc) shall be screened from view as part of the architectural style of the building and not visible from the street in front of the home.
- ◆ Parapet copings shall be either integral stucco, brick, pre-cast concrete or stone.
- ◆ Gutters, down spouts, scuppers, overflows, canals and other water capture/control devices must be an integral component of the building's design.

Permitted Roof Materials:

- Concrete or clay roof tiles
- Built-up roofing (non-reflective) for flat roofs
- Slate tile Extruded "S" shape tiles
- Metal (standing seam)
- Single ply membrane (non-reflective) for semi-flat roof only

- Copper
- Other materials may be reviewed by the ARC

These roofing materials shall not be used in The Sanctuary:

- Standard Grade Asphalt shingles
- Corrugated galvanized or unpainted metal

Chimneys

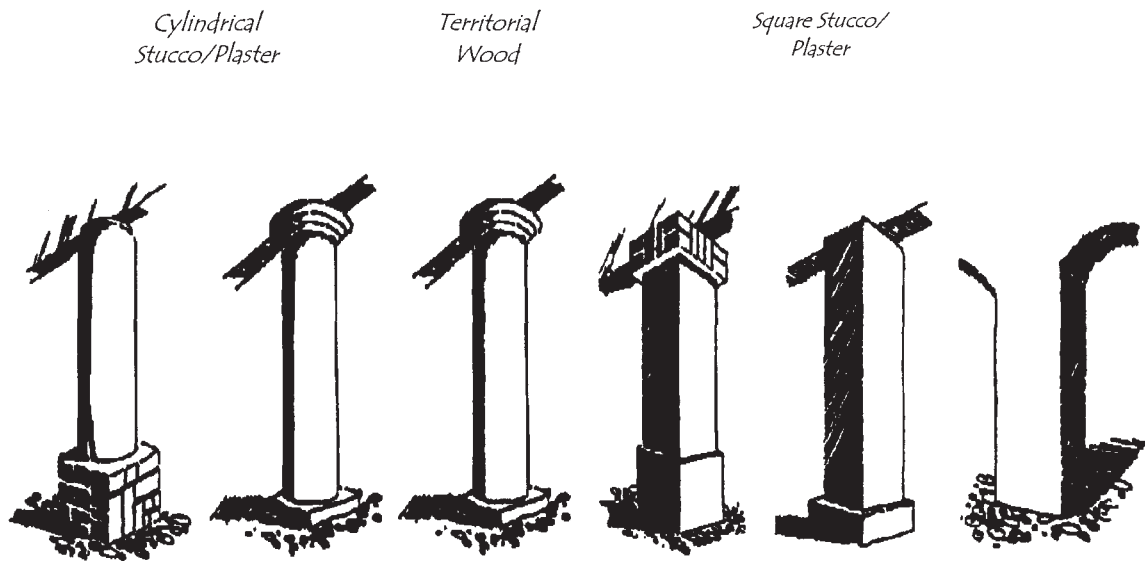
Metal flue stacks must be hidden and the chimney details should match the home's architectural style.

Columns and Arches

Columns and arches should enhance the architectural theme by using contemporary lines within massive or monumental forms. Attention to detail must be given without appearing unnecessarily ornamental. Columns and arches should provide a feeling of strength, depth and interest at windows and entries.

These columns are permitted for use at The Sanctuary:

- Square stucco/plaster
- Rectangular stucco/plaster
- Stone
- Cylindrical stucco/plaster
- Exposed wood
- Metal



Appropriate Column Styles

- ◆ The use of standard obscure glass is not allowed.

Elevated Decks

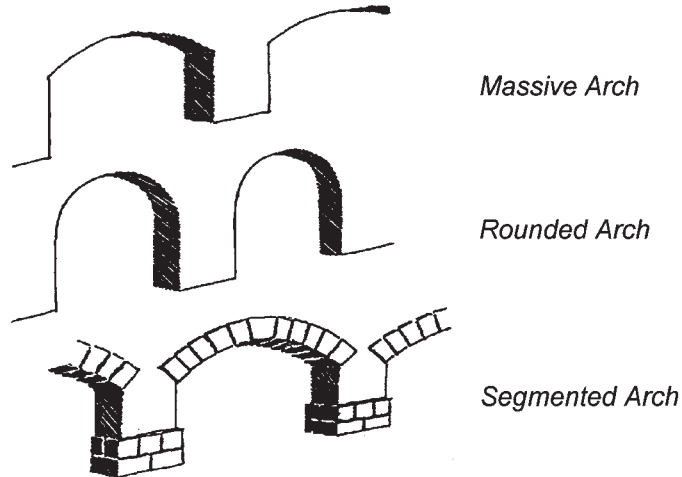
- ◆ Deck support columns must have visual mass and size to give the appearance of substance.
- ◆ Second story or elevated decks shall be of materials and colors integral to the home.

These arches are appropriate for use at The Sanctuary:

- Massive
- Segmented
- Full Arch
- Other styles may be reviewed by the ARC

Elevated Decks

- ◆ Deck support columns must have visual mass and size to give the appearance of substance.
- ◆ Second story or elevated decks shall be of materials and colors integral to the home.



Appropriate Arch Styles

- ◆ Detail of the flashing and scuppers to handle drainage should blend with the rest of the home. Sheet metal must be coated with a non-reflective coating.
- ◆ If the undersides of the decks are visible, they should be detailed to blend with the architectural style of the home.
- ◆ Deck lighting shall comply with The Sanctuary lighting standards in these Guidelines.

Garage Doors

- ◆ Design and materials must be integrated with those of the home.
- ◆ Garage doors shall be recessed from the face of the main wall a minimum of 12 inches.

Patio Roofs and Shades

Patio roofs, shade covers and similar structures must have the same architectural lines and be constructed of materials and colors to match or complement the architectural style of the building. Patio roofs must not appear as additions.

Landscaping

The goals of the landscape design for The Sanctuary at Sky Island are:

- ◆ ensure an aesthetically pleasing landscape that maintains the existing character of the site while minimizing water use for irrigation;
- ◆ increase the habitat available to wildlife;
- ◆ create refreshing shade areas and views.

To achieve these goals, native plant materials are encouraged for use in all areas at The Sanctuary at Sky Island and are required for use in the Front Yards. To maintain the existing character of the site, native plants shall be drawn from the Chihuahuan and Sonoran desert plants found in the El Paso area which will blend new construction gracefully into the existing landscape of Sky Island.

Landscape Areas

Front Yard

The front yard is defined as the area in front of and to the sides of the home that must be landscaped with native and low-water use plants. The front yard is bordered by the Street and the Privacy or View Walls enclosing the Private Areas.

Only native plants listed on the plant list beginning on page 17 shall be used in the Front Yards of all homes. The plants on the list are generally available through local nurseries. New cultivars or varieties of native plants are continually coming on the market as the demand for low-water plants increases. The ARC may grant a variance to use other native and low-water-use plants as the availability of these plants changes. A green landscape can be achieved with these plants with as formal or informal a landscape design as desired.

Gravel mulch used in the Front Yard must be in colors that blend with the area. Possibilities include river rock and the many gravels quarried locally. No stark white or solid black gravel shall be used.

Private Areas

Private Areas include enclosed backyards, courtyards and pool areas. Private Areas should be designed to suit the Owner's preferences with non-indigenous plants and native plants as they like. Private Areas have few restrictions on the plants, shrubs and trees that can be planted therein. Views of non-native materials from the street and adjacent properties should be minimized. Site wall requirements must be met to enclose the Private Areas.

Final Landscape Plan Submittal

The landscape plan must show the landscape design of the Front Yard and any supplemental plantings of the Natural Areas. The submittal must include:

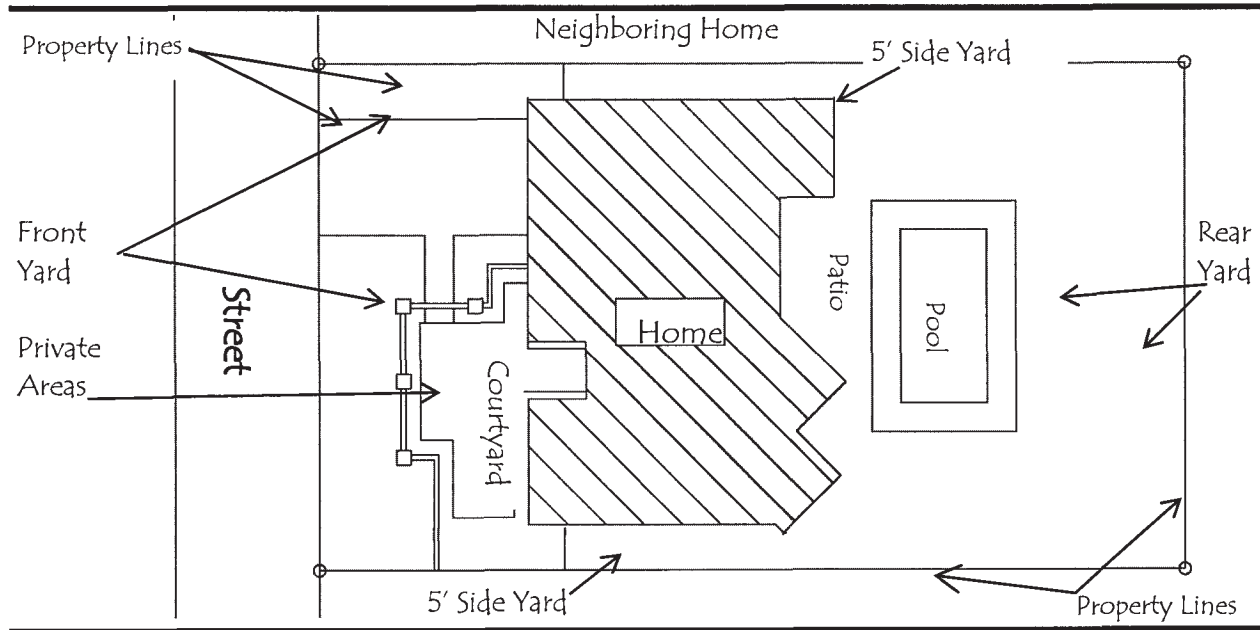
- List of all proposed plants with sizes
- Site plan that indicates the areas to be irrigated, and the locations and sizes of all proposed plants
- Type of gravel mulch to be used in the Front Yard.

If the Owner chooses to use plants not on the list, a written variance request must be submitted with these plans.

Common Open Space Care

The Homeowners Association will care for all natural areas in the Common Open Space:

- ◆ The Native Areas shall remain free from any improvements per the City of El Paso Mountain Development Standards



The Sanctuary at Sky Island Lot Landscape Areas

- ◆ Care must be taken to not over prune and clean plant material in this area to avoid damaging the natural plant cycle. For example, only soil that is disturbed will allow tumbleweeds to grow. Once the soil has been allowed to resettle after a number of years the tumbleweed problem will naturally disappear. Lechugia cactus provide nourishment to their offspring and the soil during their dying process.
- ◆ Repair and maintenance of the Common Open Space are the responsibility of the Association.
- ◆ Limited enhancement of barren areas is allowed with indigenous plants marked with an * in the following plant list.

Native Plant Information

Several local nurseries specialize in Native and low-water plants. Information is also available from:

- ◆ Texas A&M Extension Service Horticulture Specialist & Research Center
(<http://el Paso.tamu.edu/Research/Index.htm> or 859-9111)
- ◆ West Texas Urban Forestry Council (541-4171)
- ◆ Native Plant Society
- ◆ www.plantadviser.com (southwestern deserts edition)
- ◆ www.garden.com by garden escape
- ◆ www.hortmag.com (Horticulture magazine)

Many excellent books are available on southwest native plants at most bookstores and UTEP's Centennial Museum gift shop.

Native Plant Demonstration Areas

The following locations are excellent examples of plantings with native plants:

- ◆ The Estates, The Retreat and The Overlook at Sky Island
- ◆ UTEP Centennial Museum Demonstration Garden
- ◆ Texas A&M Research Center Demonstration Garden
- ◆ Wilderness Park Museum Nature Trails
- ◆ Sierra Vista Growers Demonstration Garden
- ◆ New Mexico State University Demonstration Garden

Planting Guidelines

Care should be taken to protect all plants at The Sanctuary at Sky Island.

- ◆ The use of berms as landscape features is encouraged if continuous expanses of landform can be created to look natural as opposed to contrived or manmade. Small irregular hummock type landforms are not allowed. Architectural or structured berms (i.e. retaining walls, sculptural landform, etc.) may be allowed if they are an integral part of the architecture and landscape of a homesite.
- ◆ Homesites must be maintained in a neat and attractive condition. Minimum requirements include replacing dead or dying plant materials, watering and general clean up.

Prohibited Plants

These are plants that will grow in the El Paso area, but due to inappropriate biological or visual characteristics, are prohibited from use anywhere on the site.

- ☒ Elms—*Ulmus Pumila*
- ☒ Mulberry—*Morus Alba*
- ☒ Poplar Cottonwood—*Populus Nigra*

A Program for Water Conservation

Water is the most precious natural resource in El Paso and the American West. The economic and environmental health of the state and region is dependent upon the responsible use of our water resources. It is the goal of The Sanctuary at Sky Island to show that careful planning and thoughtful design can demonstrate that water conservation is possible without sacrificing lifestyle choices.

- ◆ A licensed irrigator should determine the most water efficient method for watering the different landscaped areas.
- ◆ Owner are encouraged to consider water harvesting techniques including capturing and utilizing rainfall and natural drainage for irrigating their yard areas.

Approved Native and Low-Water Plant List

The ARC has deemed the plants included in the following list to be indigenous to and compatible with the Sky Island environment and encourages their use. Plants from this list must be used in the Front Yards of all homes. Their use elsewhere in the yards is encouraged.

Please be sure to check the Botanical Name as common names vary, and as is seen in this list, may be used for more than one plant. The plants have been divided into categories of trees, shrubs, accent plants, ground covers, vines, ornamental grasses and flowers. Many of the plants could have been listed in several categories, but are listed only once. The mature size and plant types are listed for your convenience and may vary depending on soil and water conditions.

If you have questions about plants not appearing on the list, please contact Declarant. **Any species not on this list may not be planted or installed in Front Yards at The Sanctuary at Sky Island without written approval from the ARC.**

Plants for El Paso County as recommended by the Texas A&M Research Center¹

Trees

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<u>Acacia greggii</u>	Catclaw Acacia*	18'	15'	Deciduous	
<u>Acacia smallii</u>	Sweet Acacia*	30'	25'	Deciduous	
<u>Bauhinia lunarioides (B. congesta)</u>	Anacacho Orchid Tree	20'	15'	Deciduous	
<u>Celtis laevigata var. reticulata</u>	Netleaf or Canyon Hackberry	30'	25'	Deciduous	
<u>Cercidium floridum</u>	Blue Palo Verde	20'	20'	Deciduous	Not Hardy
<u>Cercidium microphyllum</u>	Foothills Palo Verde	20'	20'	Deciduous	Not Hardy
<u>Cercidium x Parkinsonia</u>	Museum**	20'	25'	Deciduous	
<u>Cercis canadensis var. mexicana</u>	Mexican Redbud	20'	12'	Deciduous	
<u>Chilopsis linearis</u>	Desert Willow*	25'	15'	Deciduous	
<u>Diospyros texana</u>	Texas Persimmon	30'	20'	Deciduous	
<u>Fraxinus greggii</u>	Littleleaf Ash	15'	8'	Semi-Evergreen	
<u>Juniperus monosperma</u>	One-Seeded Juniper	18'	10'	Evergreen	
<u>Leuceana retusa</u>	Goldenball Leadtree	20'	15'	Deciduous	
<u>Parkinsonia aculeata</u>	Mexican Palo Verde, Retama*	30'	30'	Deciduous	
<u>Pinus eldarica</u>	Afghan, Mondel Pine	70'	30'	Evergreen	
<u>Pinus halepensis</u>	Aleppo Pine	40'	15'	Evergreen	
<u>Pistacia atlantica</u>	Mt. Atlas Pistache	30'	20'	Deciduous	
<u>Pistacia mexicana (Pistacia texana)</u>	Texas Pistache	20'	15'	Semi-Evergreen	
<u>Prosopis chilensis</u>	Chilean Mesquite*	30'	30'	Semi-Evergreen	Marginal
<u>Prosopis glandulosa</u>	Honey Mesquite*	25'	25'	Deciduous	
<u>Prosopis pubescens</u>	Screwbean Mesquite*	20'	15'	Deciduous	
<u>Quercus arizonica</u>	Arizona White Oak	35'	30'	Evergreen	
<u>Quercus grisea</u>	Gray Oak	30'	25'	Evergreen	

* Only plants marked with an asterisk (*) shall be used to restore construction damage and supplement barren areas in the Natural Areas.

¹ Ornamental Plants for Far West Texas is an educational resource based on the publications *Recommended Southwestern Native Plants for the El Paso/Las Cruces Area* and *Suggested Plant List for Southern New Mexico and El Paso, Texas* compiled by John White, Wayne Mackay, Wynn Anderson, Oscar Mestas, Anai Padilla, and Suzy Santo.

Trees (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Quercus oblongifolia</i>	Mexican Blue Oak	25'	20'	Deciduous	
<i>Quercus suber</i>	Cork Oak	30'	20'	Evergreen	
<i>Sambucus mexicana</i>	Mexican Elder	35'	15'	Semi-Evergreen	
<i>Sapindus saponaria var. drummondii</i>	Western Soapberry	30'	20'	Deciduous	
<i>Vitex agnus-castus</i>	Vitex/Chaste Tree	25'	20'	Deciduous	

Shrubs

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Acacia berlandieri</i>	Guajillo	10	12	Deciduous	
<i>Acacia constricta</i>	Whitethorn Acacia*	12'	10'	Deciduous	
<i>Acacia rigidula</i>	Blackbrush Acacia	18'	10'	Deciduous	
<i>Aloysia gratissima</i>	White Beebrush	8'	5'	Deciduous	
<i>Anisacanthus quadrifidus</i>	Flame Acanthus	5'	4'	Deciduous	
<i>Anisacanthus thurberi</i>	Desert honeysuckle	5	4	Deciduous	
<i>Anisacanthus purburlus</i>	Pinky	4	3	Deciduous	
<i>Arctostaphylos pungens</i>	Manzanita	5'	10'	Evergreen	
<i>Artemisia filifolia</i>	Sand Sagebrush	6'	5'	Evergreen	
<i>Atriplex canescens</i>	Four-Wing Saltbush*	6'	8'	Semi-Evergreen	
<i>Atriplex lentiformis</i>	Quail Bush*	12'	15'	Semi-evergreen	
<i>Berberis haematocarpa</i>	Red Barberry	5'	5'	Evergreen	
<i>Berberis mentorensis</i>	Mentor Barberry	7'	7'	Deciduous	
<i>Berberis thunbergii</i>	Red-leaf Japanese				
'atropurpurea'	Barberry	2'	2'	Deciduous	
<i>Berberis trifoliolata</i>	Algerita/Agarito	8'	6'	Evergreen	
<i>Buddleia marrubiifolia</i>	Woolly Butterfly Bush	4'	4'	Semi-Evergreen	
	Desert Bird-of-Paradise				
<i>Caesalpinia gilliesii</i>	Paradise	8'	6'	Deciduous	
	Mexican Bird-of-Paradise				
<i>Caesalpinia mexicana</i>	Paradise	10'	6'	Deciduous	Marginal
<i>Caesalpinia pulcherrima</i>	Red Bird-of-Paradise	6'	6'	Deciduous	Marginal
<i>Calliandra eriophylla</i>	Fairy Duster	4'	3'	Deciduous	
					Marginal to 20 degrees
<i>Cassia nemophila</i>	Desert Cassia	6'	6'	Evergreen	
<i>Celtis pallida</i>	Desert Hackberry	8'	10'	Deciduous	
<i>Ceratoides lanata</i>					
(<i>Krascheninnikovia l.</i>)	Winterfat*	3'	2'	Evergreen	
<i>Cercocarpus montanus</i>	Mountain Mahogany*	10'	8'	Semi-Evergreen	
<i>Chamaebatiaria millefolium</i>	Fernbush	6'	4'	Evergreen	Not Heat Tolerant
<i>Chrysactinia mexicana</i>	Damianita	2'	2'	Perennial	
<i>Condalia warnockii</i>	Javelina Bush	5'	5'	Evergreen	
<i>Cordia parvifolia</i>	Littleleaf Cordia	6'	8'	Semi-Evergreen	Marginal

Shrubs (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Cowania mexicana</i>	Cliffrose	12'	8'	Evergreen	
<i>Dalea bicolor</i> var. <i>argyrea</i>	Silver Dalea	3'	3'	Evergreen	
<i>Dalea bicolor</i> v. <i>bicolor</i>	Blue Dalea	6'	5'	Evergreen	
<i>Dalea frutescens</i>	Black Dalea	3'	5'	Deciduous	
<i>Dalea lutea</i>	Yellow dalea	3	3	Evergreen	Not Cold Hardy
<i>Dalea pulchra</i>	Trailing Indigo Bush	4'	5'	Evergreen	
<i>Elaeagnus pungens</i>	Silver-leaf	10'	10'	Evergreen	
<i>Ephedra</i> spp.	Joint Fir/Mormon Tea*	5'	6'	Evergreen	
<i>Ericameria laricifolia</i>	Turpentine Bush*	3'	2'	Evergreen	
<i>Ericameria nauseous</i> (<i>Chrysothamnus n.</i>)	Rubber Rabbitbush	6'	6'	Semi-Evergreen	
<i>Eriogonum fasciculatum</i>	Flattop Buckwheat	1.5'	2'	Evergreen	
<i>Eriogonum wrightii</i>	Wright's Buckwheat	1.5	2	Evergreen	
<i>Eysenhardtia orthocarpa</i>	Arizona Kidneywood	6	6	Deciduous	
<i>Eysenhardtia texana</i>	Texas Kidneywood	8'	8'	Deciduous	
<i>Fallugia paradoxa</i>	Apache Plume	6'	5'	Evergreen	
<i>Fendlera rupicola</i>	Cliff Fendlerbush	5'	5'	Deciduous	
<i>Forestiera pubescens</i> (<i>F. neomexicana</i>)	New Mexico Privet	15'	10'	Deciduous	
<i>Garrya wrightii</i>		8'	6'	Evergreen	not available
<i>Lantana camara</i>	Bush Lantana	4'	6'	Perennial	
<i>Larrea tridentata</i>	Creosote Bush*	5'	5	Evergreen	
<i>Jefea brevifolia</i> (<i>Zexmenia</i>)	Bush Sunflower	2	2	semi-evergreen	
<i>Leucophyllum candidum</i>	Silver/Thunder Cloud	4'	4'	Evergreen	
<i>Leucophyllum frutescens</i>	Various Cultivars Chihuahuan Rain	5'	3'	Deciduous	
<i>Leucophyllum laevigatum</i>	Sage	5'	5'	Evergreen	
<i>Leucophyllum langmaniae</i>	Cimarron Sage	5'	5'	Evergreen	
<i>Leucophyllum pruinatum</i>	Fragrant rain Sage	5'	5'	Evergreen	
<i>Leucophyllum revolutum</i>	Curl leaf Rain sage	4'	4'	Evergreen	
<i>Leucophyllum zygophyllum</i>	Blue Ranger	3'	3'	Evergreen	
<i>Lycium pallidum</i>	Pale Wolfberry	4'	5'	Deciduous	
<i>Mimosa dysocarpa</i>	Velvetpod Mimosa	5'	5'	Deciduous	
<i>Parthenium incanum</i>	Mariola	3'	4'	Evergreen	

Shrubs (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Perovskia atriplicifolia</i>	Russian Sage	4'	3'	Perennial	
<i>Poliomintha incana</i>	Desert Rosemary Mint	3'	4'	Semi-Evergreen	
	Mexican Rosemary				
<i>Poliomintha maderensis</i>	Mint	4	5	semi-evergreen	
<i>Psoralea scoparius</i>	Broom Dalea	3'	4'	Semi-Evergreen	
<i>Ptelea trifoliolata</i>	hopbush	15	10	Deciduous	
<i>Quercus pungens</i> var. <i>vaseyana</i>	Sandpaper Oak	8	12	evergreen	
<i>Quercus turbinella</i>	Shrub Oak	15'	10'	Evergreen	
<i>Rhus aromatica</i>	Aromatic Sumac	5'	6'	Deciduous	
<i>Rhus glabra</i>	Smooth Sumac	10'	10'	Deciduous	
<i>Rhus microphylla</i>	Littleleaf Sumac	8'	10'	Deciduous	
<i>Rhus trilobata</i>	Threeleaf Sumac	5'	7'	Deciduous	
<i>Rhus virens</i> (<i>Rhus chorio-</i> <i>phylla</i>)	Evergreen Sumac	12'	8'	Evergreen	
<i>Rosmarinus officinalis</i>	Rosemary	3'	4'	Evergreen	
<i>Salvia chamaedryoides</i>	Mexican Blue Sage	2'	3'	Semi-Evergreen	
<i>Salvia clevelandii</i>	Chaparral Sage	4'	5'	Evergreen	
<i>Senna lindheimeriana</i> (<i>Cassia</i>)	Velvet-leaf Senna*	2'	2'	Deciduous	
<i>Senna wislizenii</i> (<i>Cassia</i>)	Shrubby Cassia*	7'	6'	Deciduous	Marginal
<i>Sophora affinis</i>	Eve's Necklace	15'	10'	Deciduous	
	Texas Mountain				
<i>Sophora secundiflora</i>	Laurel*	15'	10'	Evergreen	
<i>Spartium junceum</i>	Spanish Broom	8'	5'	Evergreen	
<i>Tecoma species</i>	Orange Tecoma	10'	6'	Deciduous	
<i>Tecoma stans</i>	Yellow Bells	6'	4'	Deciduous	
<i>Ungnadia speciosa</i>	Mexican Buckeye	15'	10'	Deciduous	
<i>Vauquelinia corymbosa</i> var. <i>angustifolia</i>	Chisos Rosewood	15'	10'	Evergreen	
<i>Vauquelinia californica</i>	Arizona Rosewood	15'	10'	Evergreen	
<i>Vauquelinia corymbosa</i> var. <i>heterodon</i>	Narrow leaf Rosewood	15'	10'	Evergreen	
	Skeletonleaf				
<i>Viguiera stenoloba</i>	Goldeneye*	5	5	Semi-Evergreen	
<i>Zizyphus obtusifolia</i>	Graythorn	6'	8'	Deciduous	

Ground Covers

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Achillea millefolium</i>	Yarrow	1.5'	2'	Perennial	
	White or Prairie Sage-				
<i>Artemisia ludoviciana</i>	brush	2'	3'	Evergreen	
<i>Artemisia schmidtiana</i>	Silvermound	2'	1'	Semi-Evergreen	

Ground Covers (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Baccharis hybrid</i>	Centennial/Starn	4'	5'	Evergreen	
<i>Baccharis pilularis</i>	Coyote Bush*	2'	5'	Evergreen	
<i>Berberis aquifolium</i> var. <i>repens</i>	Creeping Mahonia	2'	3'	Evergreen	
<i>Carpobrotus chilensis</i>	California Ice Plant	1'	5'	Evergreen	Marginal
<i>Carpobrotus edulis</i>	Common Ice Plant	1'	5'	Evergreen	Marginal
<i>Convolvulus mauritanicus</i>	Ground Morning Glory	1'	3'	Perennial	Marginal
<i>Dalea capitata</i>	Trailing Yellow Dalea	1'	5'	Evergreen	
<i>Dalea greggii</i>	Prostrate or Trailing Indigo Bush	1'	3'	Evergreen	
<i>Drosanthemum speciosum</i>	Frost / Ice Plant	.5'	3'	Evergreen	Marginal
<i>Euonymus fortunei</i>	Common Winter-creeper	1.5'	3'	Evergreen	
<i>Glandularia</i> (<i>Verbena peruviana</i>)	Peruvian Verbena	1'	4'	Deciduous	
<i>Glandularia pulchella</i> (<i>Verbena tenuisecta</i>)	Moss Verbena	1'	4'	Deciduous	
<i>Jasminum mesnyi</i>	Primrose Jasmine	3'	10'	Evergreen	
<i>Lantana hybrid</i>	New Gold	2'	3'	Perennial	
<i>Lantana montevidensis</i>	Trailing Lantana	1	3	Perennial	Marginal Not Heat Tolerant
<i>Mahonia repens</i>	Creeping Mahonia	3'	6'	Evergreen	
<i>Oenothera speciosa</i> var. <i>berlandieri</i>	Mexican Evening Primrose	1'	varies	Semi-Evergreen	
<i>Oenothera subbeii</i>	Baha Evening Primrose	1	varies	Semi-Evergreen	
<i>Ophiopogon japonicus</i>	Mondo Grass	1'	1'	Evergreen	
<i>Phyla nodiflora</i> var. <i>incisa</i>	Frogfruit	.5'	1'	Evergreen	
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	3'	4'	Evergreen	
<i>Rhus trilobata</i> 'Autumn Amber /Grow Low'	Autumn Amber Sumac	3'	10'	Deciduous	
<i>Romarius prostratus</i>	Prostrate Rosemary	2	8	Evergreen	
<i>Ruellia</i> spp.	Mexican Petunia	varies	varies	Perennial	Marginal
<i>Salvia chinophylla</i>	Creeping sage	1	varies	Evergreen	
<i>Santolina chamaecyparissus</i>	Grey Lavender Cotton	1'	3'	Evergreen	
<i>Santolina virens</i>	Green lavender cotton	1'	3'	Evergreen	
<i>Scutellaria suffretescens</i>	Skullcap	2'	3	Evergreen	
<i>Sedum</i> spp.	Stonecrop	.5'	2'	Evergreen	
<i>Teucrium chamadrys</i>	Germander	1'	3'	Perennial	
<i>Verbena rigida</i>	Sandpaper Verbena	1'	4'	Perennial	

Vines

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Antigonon leptopus</i>	Coral Vine	10'	4'	Deciduous	
<i>Campsis radicans</i>	Trumpet Vine	40'	10'	Deciduous	
	Western Virgin's				
<i>Clematis lingusticifolia</i>	Bower	20'	10'	Perennial	
<i>Lonicera albiflora</i>	White honeysuckle	8	4	Deciduous	
	Japanese Honey-suckle				
<i>Lonicera japonica</i>		15	15	Deciduous	
	Coral Trumpet Honey-suckle				
<i>Lonicera sempervirens</i>		15'	8'	Semi-Evergreen	
<i>Macfadyena unguis-cati</i>	Catsclaw Vine	25'	15'	Deciduous	Marginal
<i>Merrima dissecta</i>	Alamo Vine	15'	8'	Perennial	
<i>Parthenocissus inserta</i>	Woodvine	25	25	Deciduous	
	Virginia Creeper/				
<i>Parthenocissus quinquefolia</i>	Texas Ivy	25'	varies	Perennial	
<i>Polygonum aubertii</i>	Silver Lace Vine	10'	4'	Deciduous	
<i>Rosa banksiae</i>	Lady Bank's Rose	20'	10'	Deciduous	

Flowers

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Abronia angustifolia</i>	Sand Verbena*	1'	3'	Annual	
	Fragrant Sand Ver-bena				
<i>Abronia fragrans</i>		1.5'	3'	Perennial	
<i>Acourtia wrightii</i>	Brownfoot	4'	3'	Perennial	
<i>Allium tuberosum</i>	Garlic Chives	1.5'	.5'	Perennial	
<i>Amsonia spp.</i>	Blue Star	2'	1'	Perennial	
<i>Asclepias tuberosa</i>	Butterfly weed	2'	2'	Perennial	
<i>Baileya multiradiata</i>	Desert Marigold	1.5'	1'	Perennial	
					Short Life Span
<i>Berlandiera lyrata</i>	Chocolate Daisy	2'	1'	Perennial	
<i>Callirhoe involucrata</i>	Winecups	.5'	2'	Perennial	
<i>Calylophus hartwegii</i>	Sun Drops	1'	3'	Perennial	
<i>Capsicum annuum</i>	Chile Pequin	2'	2'	Perennial	
<i>Castilleja integra</i>	Indian Paintbrush	1.5'	.5'	Perennial	
<i>Conoclinium greggii</i>					
(<i>Eupatorium greggii</i>)	Blue Mist Flower	3'	2'	Perennial	
<i>Cooperia drummondii</i>	Rain Lily	1'	.5'	Perennial	
<i>Coreopsis lanceolata</i>	Coreopsis	2'	1'	Perennial	
<i>Dicliptera resupinata</i>	Dicliptera	2"	3'	Perennial	
<i>Dyssodia acerosa</i>					
(<i>Thymophylla acerosa</i>)	Shrubby dogweed	.5'	1'	Perennial	
<i>Dyssodia pentachaeta</i> (T. pentachaeta)	Golden Dogweed	.5'	.5'	Perennial	
<i>Echinacea purpurea</i>	Purple Coneflower	3'	1'	Perennial	

Flowers (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Engelmannia pinnatifida</i>	Cutleaf Daisy	3'	2'	Perennial	
	Spreading Fleabane				
<i>Erigeron divergens</i>	Daisy	1.5'	2'	Perennial	
<i>Eriogonum wrightii</i>	Desert Buckwheat*	1.5'	2'	Perennial	
<i>Erysimum capitatum</i>	Western Wallflower*	3'	1'	Perennial	Short Life Span
<i>Erysimum hieracifolium</i>	Siberian Wallflower	1.5	1'	Perennial	
<i>Eschscholzia californica</i> var. <i>mexicana</i>	Mexican Gold Poppy*	1'	1'	Annual	
<i>Euphorbia rigida</i>	Gopher Plant	2'	3'	Perennial	
<i>Gaillardia amblyodon</i>	Red Indian Blanket	1'	2'	Perennial	
	Firewheel/Blanket				
<i>Gaillardia spp.</i>	Flower	1'	1'	Perennial	
<i>Gazania rigens</i>	Gazania	1'	1'	Evergreen	
<i>Gazania spp.</i>	Gazania	1'	1'	Perennial	
<i>Glandularia spp.</i> (<i>Verbena spp.</i>)	Desert Verbena	1'	2'	Deciduous	
	Snakeweed or				
<i>Gutierrezia sarothae</i>	Broomweed*	3'	2'	Perennial	
<i>Helianthus maximiliani</i>	Maximilian Sunflower	6'	3'	Perennial	
<i>Heterotheca villosa</i> (<i>Chrysopsis villosa</i>)	Golden Aster	1.5'	1.5'	Perennial	
<i>Hibiscus denudatus</i>	Desert Rose-Mallow*	2'	1'	Perennial	
<i>Iris spp.</i>	Iris	1.5'	.5'	Perennial	
<i>Kallstroemia grandiflora</i>	Arizona Poppy	1'	2'	Annual	
<i>Lepidium alyssoides</i> (<i>L. montanum</i>)	Mountain Pepper-grass	2'	2'	Perennial	
<i>Lesquerella spp.</i>	Yellow Bladderpod	.75'	1'	Annual	
<i>Liatris punctata</i>	Gayfeather	3'	1'	Perennial	
<i>Linum lewisii</i>	Blue Flax	2'	1'	Perennial	
<i>Lupinus havardii</i>	Big Bend Bluebonnet	1'	1'	Perennial	
<i>Machaeranthera tanacetifolia</i>	Tansy Aster/Tahoka Daisy	1'	1'	Annual	
<i>Melampodium leucanthum</i>	Blackfoot Daisy	1'	1'	Perennial	
<i>Menodora longiflora</i>	Showy Mendora	2'	2'	Perennial	
	Tufted Evening				
<i>Oenothera caespitosa</i>	Primrose*	1'	2'	Perennial	
	White Evening				
<i>Oenothera coronopifolia</i>	Primrose*	1'	4'	Perennial	
	Baja Evening				
<i>Oenothera stubbei</i>	Primrose	.5'	4'	Perennial	
<i>Penstemon ambiguus</i> species	Plains Penstemon	4'	3'	Perennial	
<i>Penstemon baccharifolius</i>	Rock Penstemon*	1.5'	1'	Perennial	
<i>Penstemon barbatus</i>	Scarlet Bugler	2'	2'	Perennial	

Flowers (continued)

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Penstemon cardinalis</i>	Cardinal Penstemon*	3'	2'	Perennial	
<i>Penstemon eatonii</i>	Firecracker Penstemon*	3'	2'	Perennial	
<i>Penstemon havardii</i>	Harvard Penstemon	3'	2'	Perennial	
<i>Penstemon palmeri</i>	Palmer's Penstemon*	3'	2'	Perennial	
<i>Penstemon parryi</i>	Parry's Penstemon*	3'	2'	Perennial	
<i>Penstemon pseudospectabilis</i>	Canyon Penstemon*	3'	2'	Perennial	
<i>Penstemon superbus</i>	Superb Penstemon	3'	2'	Perennial	
<i>Penstemon thurberi</i>	Thurbers Penstemon	3'	2'	Perennial	
<i>Penstemon triflorus</i>	Hill Country Penstemon	2'	1'	Perennial	
<i>Penstemon wrightii</i>	Wright's Penstemon*	3'	2'	Perennial	
<i>Psilostrophe tagetina</i>	Paper Flower*	1.5'	1'	Perennial	
<i>Ratibida columnaris</i>	Mexican Hat or Coneflower	2'	1'	Perennial	
<i>Rudbeckia hirta</i>	Brown-eyed Susan	2'	1'	Perennial	
<i>Salvia farinacea</i>	Mealy Blue Sage	1.5'	1'	Perennial	
<i>Salvia leucantha</i>	Mexican Bush Sage	4'	4'	Perennial	
<i>Salvia lycioides</i>	Canyon Sage	1'	2'	Annual	
<i>Salvia lycioides</i>	Canyon Sage	1'	1'	Annual	
<i>Salvia roemeriana</i>	Cedar Sage	1'	1'	Perennial	
<i>Senecio flaccida</i> / (<i>S. douglasii</i> var. <i>longilobus</i>)	Threadleaf Groundsel	2'	2'	Perennial	
<i>Senna lindheimeriana</i>	Lindheimer's / Velvetleaf senna	3'	2'	Perennial	
<i>Sphaeralcea</i> sp.	Globe Mallow*	3'	5'	Perennial	
<i>Stanleya pinnata</i>	Prince's Plume	3'	2'	Perennial	
<i>Tagetes lemmonii</i>	Mountain Marigold	3'	3'	Perennial	Marginal
<i>Tagetes lucida</i>	Mexican Mint Marigold	2'	2'	Perennial	
<i>Tetraneuris acaulis</i> (<i>Hymenoxys acaulis</i>)	Angelita Daisy	1'	1'	Perennial	
<i>Wedelia texana</i> (<i>Zexmenia hispida</i>)	Orange Zexmenia	3'	2'	Perennial	
<i>Zauschneria californica</i> var. <i>latifolia</i>	Hummingbird trumpet	2'	3'	Perennial	
<i>Zephyranthes</i> spp.	Rain Lily	1'	.5'	Perennial	
<i>Zinnia acerosa</i>	Desert Zinnia	.5'	1'	Perennial	
<i>Zinnia grandiflora</i>	Plains/Rocky Mountain Zinnia	1'	1'	Perennial	

Accents

Scientific Name	Common Name	Hgt	Width	Evergreen or Deciduous	Hardy & Notes
<i>Agave species</i>	Century Plant	Varies	Varies	Evergreen	
<i>Bouteloua spp.</i>	Gramma grass	varies	varies	varies	
<i>Brahea aramata</i>	Mexican Blue Palm	40'	3'	Evergreen	
<i>Chamaerops humilis</i>	Mediterranean Fan Palm	12'	10'	Evergreen	
<i>Coryphantha macromeris</i>	Flabby Pincushion	6"	18"	Evergreen	
<i>Coryphantha scherri</i>	Giant Pincushion	9"	5"	Evergreen	
<i>Coryphantha vivipara</i>	Spiny Stars*	8"	4"	Evergreen	
<i>Dasyliiron sp.</i>	Sotol	Varies	Varies	Evergreen	
<i>Echinocactus horizonthalonius</i>	Devil's Head, Blue Barrel, Eagle Claws*	1'	1'	Evergreen	
<i>Echinocereus dasyacantha</i>	Texas Rainbow*	1"	1'	Evergreen	
<i>Echinocereus fendleri</i>	Fendler's Hedgehog*	10"	10"	Evergreen	
<i>Echinocereus triglochidiatus</i>	Claret Cup*	8"	6"	Evergreen	
<i>Echinocereus viridiflorus</i>	Green-flowered Rainbow*	10'	12'	Evergreen	
<i>Escobaria dasyacantha</i>	White Stars*	7"	30"	Evergreen	
<i>Ferocactus spp.</i>	Texas or Fishhook Barrel*	1'	9"	Evergreen	
<i>Fouquieria splendens</i>	Ocotillo*	15'	6'	Evergreen	
<i>Hesperaloe species</i>	False Yucca	5'	4'	Evergreen	
<i>Mammillaria lasiacantha</i>	Lacy Pincushion*	2"	2"	Evergreen	
<i>Mammillaria microcarpa</i>	Fishhook*	6"	1'	Evergreen	
<i>Mammillaria wrightii</i>	Large-fruited Fishhook	2"	3"	Evergreen	
<i>Muhlenbergia capillaris</i>	Pink Muhly	3	3	Evergreen	
<i>Muhlenbergia dumosa</i>	Bamboo Muhly	4	4	Evergreen	
<i>Muhlenbergia lindhindermeri</i>	Lindhinder's Mulhy	3	5	Evergreen	
<i>Muhlenbergia ridigia</i>	Purple Muhly	3	3	Evergreen	
<i>Muhlenbergia rigens</i>	Deer Grass	4	4	Evergreen	
<i>Nolina species</i>	Bear Grass	8'	5'	Evergreen	
<i>Opuntia engelmannii</i>	Prickly Pear*	4'	10'	Evergreen	
<i>Opuntia imbricata</i>	Cholla*	8'	4'	Evergreen	
<i>Opuntia species</i>	Prickly Pear / Cholla	4'	10'	Evergreen	
<i>Trachycarpus fortunei</i>	Windmill Palm	15'	7'	Evergreen	
<i>Washingtonia filifera</i>	California Fan Palm	50'	10'	Evergreen	
<i>Washingtonia robusta</i>	Mexican Fan Palm	80'	6'	Evergreen	Marginal
<i>Yucca aloifolia</i>	Spanish Bayonet	10'	5'	Evergreen	
<i>Yucca baccata</i>	Banana Yucca, Datil*	3'	2'	Evergreen	
<i>Yucca brevifolia</i>	Joshua Tree	20'	20'	Evergreen	
<i>Yucca elata</i>	Soaptree Yucca	12'	3'	Evergreen	
<i>Yucca faxoniana</i>	Faxon Yucca	25'	8'	Evergreen	
<i>Yucca recurvifolia</i>	Pendula Yucca*	5'	2'	Evergreen	
<i>Yucca schottii</i>	Schott's Yucca	15'	5'	Evergreen	

Approval Process

The following design review process has been established to assist each Owner in the planning of their home and to take full advantage of the unique opportunities of their homesite.

Design Review Procedures

The Design Review Process provides the Owner checkpoints to confirm that their home is designed to meet these Architectural Guidelines. Each step is intended to minimize costs, time and delays.

Each Owner is responsible for complying with the Guidelines and all other applicable provisions of the Declaration, as well as all the rules and regulations of the City of El Paso, in order to bring the design review process to a speedy and satisfactory conclusion.

Until otherwise notified, all Owners or their Architects/Designers shall submit plans and specifications to the Architectural Review Committee at Distinctive Neighborhoods L.P., c/o Willis Construction Company, 2720 E. Yandell, Suite 200, El Paso, Texas 79903.

The design and building review process is divided into five phases with two steps suggested:

1. **The Pre-Design Meeting** (suggested)
2. **The Final Plan Review** (required)
3. **Front Yard Landscape Plan Review** (required)
4. **Post Construction Submittal** (required)

1. Pre-Design Meeting (suggested)

A member of the ARC is available to meet with the Owner and Architect/Designer at the homesite prior to preparing any drawings for the home. The purpose of this meeting is to:

- ♦ discuss ideas, concepts and goals for the proposed home in relation to actual site conditions;
- ♦ resolve any questions about interpretation of these Guidelines;
- ♦ clarify the design review process;
- ♦ explore and resolve any questions regarding the construction process and requirements.

This informal review is intended to facilitate an efficient planning and design process and to offer guidance prior to the initiation of preliminary design. The Owner or Architect/Designer can call the Declarant's office for an appointment for the Pre-Design Meeting.

2. Final Plan Review Submittal (required)

The following must be submitted to the ARC for final approval prior to any grading or construction:

- ♦ **Construction Documents:** All information as submitted for the City of El Paso Building Permit and necessary to show compliance with these Guidelines. Any requested variances for the residence must be submitted in writing with these documents. (2 sets)
- ♦ **Samples:** Samples of all exterior finish materials and colors.
- ♦ **Preliminary landscape plan:** This preliminary plan shall show a general plan defining the Front Yard, Courtyard area and other Private Areas. This plan must show any terracing and decorative features such as pools. Specific plants need not be identified at this time. A final front yard landscape plan must be submitted to the ARC prior to the start of irrigation and planting.

Non-Waiver

Any approval by the ARC of drawings, specifications or work done or proposed, or in connection with other matters requiring approval under these Guidelines or the Declaration, including a variance by the ARC, shall not be deemed to constitute a waiver of the right to withhold subsequent approval. For example, the ARC may disapprove an item shown on the Final Plan Submittal even though it may have been evident and could have been, but was not, disapproved at the Conceptual Plan Review. An oversight by the ARC of non-compliance at anytime during the review process, construction process or during its final inspection does not relieve the Owner from compliance with these Guidelines and all other applicable codes, ordinances and laws.

Building Permit

If the City mandates any changes for issuance of the Building Permit, the ARC shall be informed of the changes and shall check for any conflicts with these Guidelines. If the changes conflict with the Guidelines, the ARC will work with the Owner on a mutually satisfactory solution.

All construction shall be in accordance with the approved plans and all applicable governmental rules and regulations.

Resubmittal of Drawings

In the event of ARC disapproval of the Final Plan Submittals, the resubmission must adequately demonstrate that items not previously in compliance have been adequately addressed.

Checklist for Final Plan Review Submittals

- Complete construction documents (2 sets)
- Exterior Color & Finish Samples
- Preliminary landscape plan

Additional Construction and/or Exterior Changes

All changes to the site plan or exterior of the building made before or during construction must first be submitted for approval by the ARC.

Onsite Review

A representative of the ARC may review the construction when retaining walls are being built and during framing for conformance with these Guidelines and the approved building, grading and drainage plans. The Owner will be notified of any discrepancies.

4. Landscape Plan Review Submittal (required)

A final landscape plan must be submitted to the ARC prior to the start of landscaping. The ARC suggests this be submitted shortly after flatwork is in place when it is easier to visualize landscaping for the Owner, Landscape designer and the ARC. The plans must show the landscape treatment of the Front Yard and any supplemental plantings of the Natural Areas. A landscape plan for the Private Areas is not needed.

The landscape plan for the Front Yard and supplemental planting of Natural Areas shall be the same or larger scale as the site plan. The plan shall indicate:

- 1) areas to be irrigated (Front Yard only);
- 2) list of all proposed plants;
- 3) locations and sizes of all proposed plants;
- 4) type of gravel mulch (Front Yard only).

The ARC shall review the submitted Landscape Plan for conformance with these Guidelines and provide a written response to the Owner indicating either approval or the items not in compliance with the Guidelines.

5. Post Construction Submittal

The following items must be submitted before closing or move-in, which ever occurs first after construction is complete:

- Copy of the final survey.
- Copy of signed-off City of El Paso Building Card or Certificate of Occupancy

Construction Regulations

To assure that the intent of these Guidelines are incorporated into the building process and that the natural landscape of The Sanctuary at Sky Island is not unduly damaged during construction, the Guidelines shall be incorporated by reference in all contracts between Owners and Builders. The ARC will conduct a monitoring program during the course of construction to assure that building is proceeding in accordance with the Guidelines. Owners will be notified of any violations.

Pre-construction Conference

The Owner or their Builder must meet with a representative of the ARC prior to any construction activity to review procedures and clarify logistics. Builders may be asked to submit a list of subcontractors who will be participating on their project.

Access, parking, trash control and preservation of the environment will be the major topics for discussion.

Debris and Trash Removal

- ◆ Trash and debris shall be stored in a container on each construction site and be removed at appropriate times. Special care must be taken to avoid trash blowing to other homesites, yards or into the canyons. Builders shall promptly pick-up and remove any trash that blows into the canyons.
- ◆ Materials shall not be stored on neighboring homesites without written permission of that Owner.
- ◆ Lightweight materials, packaging and other items subject to blowing shall be weighted down or stored in a container to prevent their being blown out of the construction area.
- ◆ Builders, their subcontractors and suppliers are prohibited from dumping, burying or burning trash anywhere in The Sanctuary.
- ◆ Concrete equipment cleanup must be done so as not to affect the Common Open Space.
- ◆ Removal of accumulated mud or debris on the streets must be done promptly and is the responsibility of the Builder.

Vehicles and Parking Areas

- ◆ Private and construction vehicles and machinery shall be parked in the construction area and must not disturb the Common Open Space.
- ◆ All vehicles shall be operated and parked so as not to inhibit traffic.

Excavation Materials

- ◆ Excess excavation materials must be hauled away from The Sanctuary.
- ◆ Fill material must be spread and compacted when generated by excavation or deposited to avoid the appearance of a dump site, with the following exception. The creation of stockpiles of excavated material from foundations or footings pending use as backfill for retaining walls is permitted. Stockpiles may be on the homesite, or another homesite if written approval is received from that homesite Owner. Upon backfilling of the wall, surplus material must be removed and the area returned to clean and level condition. This must be accomplished along with the completion of the home.

Restoration or Repair of Property Damages

Any damage and scarring to any property, common open space or other homesite, including, but not limited to streets, driveways, concrete curbs, gutters, utilities, vegetation and/or other improvements, resulting from construction operations must be repaired and/or restored promptly. Any expenses are those of the Builder, and in the event of default by the Builder in meeting these obligations, the Owner who has hired the Builder shall be responsible.

Miscellaneous and General Practices

All Owners will be responsible for the conduct and behavior of their agents, representative, Builders, contractors, and subcontractors while on the premises of The Sanctuary. The following practices are prohibited:

- ◆ Allowing concrete suppliers or any subcontractors to clean their equipment anywhere but on the homesite.
- ◆ Removing any rocks, plant material, topsoil, or similar items from any other property within The Sanctuary, including other construction sites without written permission of that property Owner.

Construction Access

Standard procedures and operation of the entrance gate may be changed from time to time. Each Builder working within the area shall be notified in advance so Builder will have access.

Construction Signage

- ◆ Each Builder shall be allowed the following signs:
 - ☑ one sign no larger than 4'x4' mounted on posts in the front yard of the home being constructed;
 - ☑ one standard 18"x24" Realtor sign mounted on 4"x4" posts with an arm or within a rectangular frame in the front yard of the home.
- ◆ Signs must be properly mounted and installed. Signs should be able to withstand strong winds and must be replaced promptly if damaged.

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Filed & Recorded in

Official Records of

EL PASO COUNTY

DELIA BRIONES

COUNTY CLERK

Fees \$208.00

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I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

Delia Briones

After recording return to:
Distractic Neighborhoods
2720 E. Fandell
El Paso TX 79903